

WORK SESSION: A work session will be held at 6:00 p.m. in Conference Room #3, Second Floor, of the Farmington City Hall, 160 South Main Street. The work session will be to hear a presentation regarding UTOPIA and to answer any questions the City Council may have on agenda items. The public is welcome to attend.

FARMINGTON CITY COUNCIL MEETING NOTICE AND AGENDA

Notice is hereby given that the City Council of **Farmington City** will hold a regular City Council meeting on **Tuesday, October 17, 2017, at 7:00 p.m.** The meeting will be held at the Farmington City Hall, 160 South Main Street, Farmington, Utah.

Meetings of the City Council of Farmington City may be conducted via electronic means pursuant to Utah Code Ann. § 52-4-207, as amended. In such circumstances, contact will be established and maintained via electronic means and the meeting will be conducted pursuant to the Electronic Meetings Policy established by the City Council for electronic meetings.

The agenda for the meeting shall be as follows:

CALL TO ORDER:

7:00 Roll Call (Opening Comments/Invocation) Pledge of Allegiance

PRESENTATIONS:

7:05 Present Huntsman with check from Charity Bike Race

7:10 Introduction of New Police Officer and Administration of Oath of Office

7:15 Introduction of New Police Dog and Administration of Oath of Office

SUMMARY ACTION:

7:25 Minute Motion Approving Summary Action List

1. Approval of Minutes from September 19, 2017
2. Approval of Minutes from October 3, 2017
3. Poll Workers for Upcoming Elections
4. Resolution regarding Overtime and On Call Pay
5. Amended Agreement with Robinson Waste
6. Resolution Recognizing October 1st as a Memorial Day for the Victims of Las Vegas Shooting
7. Real Estate Purchase Agreement for .5 Acre Undeveloped Lot Located at 314 South 650 West for Future Park Property

OLD BUSINESS:

7:30 Thank You Program to Residents for Road Project

GOVERNING BODY REPORTS:

7:35 City Manager Report

1. Fire Monthly Activity Report for September

7:40 Mayor Talbot & City Council Reports

1. Update on Scenic Byway Designation for West Davis Corridor – Brigham Mellor

ADJOURN

CLOSED SESSION

Minute motion adjourning to closed session, if necessary, for reasons permitted by law.

DATED this 12th day of October, 2017.

FARMINGTON CITY CORPORATION

By: 
Holly Gadd, City Recorder

***PLEASE NOTE:** Times listed for each agenda item are estimates only and should not be construed to be binding on the City Council.

In compliance with the Americans with Disabilities Act, individuals needing special accommodations (including auxiliary communicative aids and services) during this meeting, should notify Holly Gadd, City Recorder, 451-2383 x 205, at least 24 hours prior to the meeting.

Posted October 12, 2017

CITY COUNCIL AGENDA

For Council Meeting:
October 17, 2017

S U B J E C T: Roll Call (Opening Comments/Invocation) Pledge of Allegiance

It is requested that City Councilmember Doug Anderson give the invocation to the meeting and it is requested that City Councilmember John Bilton lead the audience in the Pledge of Allegiance.

NOTE: Appointments must be scheduled 14 days prior to Council Meetings; discussion items should be submitted 7 days prior to Council meeting.

CITY COUNCIL AGENDA

For Council Meeting:
October 17, 2017

S U B J E C T: Present Huntsman with check from Charity Bike Race

ACTION TO BE CONSIDERED:

None.

GENERAL INFORMATION:

Mayor Talbot and Cyrrena Welch, Motorcycle Race Chair will be presenting Sally Montgomery from the Huntsman Cancer Foundation a check from the Charity Bike Race.

NOTE: Appointments must be scheduled 14 days prior to Council Meetings; discussion items should be submitted 7 days prior to Council meeting.

CITY COUNCIL AGENDA

For Council Meeting:
October 17, 2017

S U B J E C T: Introduction of New Police Officer and Administration of Oath of Office

ACTION TO BE CONSIDERED:

None.

GENERAL INFORMATION:

Wayne Hansen, Police Chief will introduce new Police Officer, Jeremy Horne.
Holly Gadd will perform the administration of the Oath of Office.

NOTE: Appointments must be scheduled 14 days prior to Council Meetings; discussion items should be submitted 7 days prior to Council meeting.

CITY COUNCIL AGENDA

For Council Meeting:
October 17, 2017

S U B J E C T: Introduction of New Police Dog and Administration of Oath of Office

ACTION TO BE CONSIDERED:

None.

GENERAL INFORMATION:

Wayne Hansen, Police Chief will introduce new Police Dog, Riso.
Holly Gadd will perform the administration of the Oath of Office.

NOTE: Appointments must be scheduled 14 days prior to Council Meetings; discussion items should be submitted 7 days prior to Council meeting.

CITY COUNCIL AGENDA

For Council Meeting:
October 17, 2017

S U B J E C T: Minute Motion Approving Summary Action List

1. Approval of Minutes from September 19, 2017
2. Approval of Minutes from October 3, 2017
3. Poll Workers for Upcoming Elections
4. Resolution regarding Overtime and On Call Pay
5. Amended Agreement with Robinson Waste
6. Resolution Recognizing October 1st as a Memorial Day for the Victims of Las Vegas Shooting
7. Real Estate Purchase Agreement for .5 Acre Undeveloped Lot Located at 314 South 650 West for Future Park Property

NOTE: Appointments must be scheduled 14 days prior to Council Meetings; discussion items should be submitted 7 days prior to Council meeting.

FARMINGTON CITY COUNCIL MEETING

September 19, 2017

WORK SESSION

Present: Mayor Jim Talbot; Councilmembers John Bilton, Doug Anderson, Cory Ritz, Brigham Mellor, Brett Anderson; City Manager Dave Millheim, City Development Director David Petersen, City Planner Eric Anderson, City Recorder Holly Gadd, and Recording Secretary Tarra McFadden

Review of Items for Regular Session

Mayor **Jim Talbot** and councilmembers discussed items on the agenda for the regular session. They discussed listening to the presentation regarding the West Davis Corridor from Farmington residents and noted some of the pros and cons related to the placement of sound walls.

David Petersen said that the water line agreement needs to be updated before it can be approved by the Council and recommended pulling that item from the agenda to be revisited at a later date.

Mayor Talbot & City Council Reports

Councilmember Cory Ritz

Councilmember **Cory Ritz** provided information from the Mosquito Abatement District. There have been 3 human cases of West Nile Virus in Davis County, 22 statewide cases and all of them have been neuro-invasive. West Nile Virus is present in 47 states, with a total of 38 human cases nationally. It is better controlled in urban areas with aggressive abatement plans. The Mosquito Abatement District Board voted for a tax increase and currently have a bond for expansion of facilities. Residents will likely see a 20% increase in tax assessment, which equates to roughly \$3.33 per household.

Cory Ritz asked about an update on the 1100 West road construction and expressed concern about the quality of the work. **Dave Millheim** assured him that City staff is monitoring progress and quality of the project. Paving is on track, but weather will start to impact project completion soon.

Councilmember Doug Anderson

No updates to report.

Councilmember Brett Anderson

No updates to report.

Councilmember Brigham Mellor

Councilmember **Brigham Mellor** shared that someone had contacted him about sound walls near the frontage road and being unhappy with them, and she expressed concern about possible sound walls along West Davis Corridor.

Another citizen contacted the Council about horse excrement on public roads and trails and wanted to know who is responsible for removal. The Council suggested that the Trails Committee discuss the issue and proffer a possible solution to be discussed by the Council in a future meeting.

Councilmember John Bilton

No updates to report.

Mayor Jim Talbot

Mayor **Jim Talbot** provided an update regarding the landscaping of the roundabout at 1100 West. The plan had been a windmill with landscaping and a water feature, but the committee is now pursuing a sculptor who created a grouping of horses for Grand Junction, CO.

REGULAR SESSION

Present: Mayor Jim Talbot; Councilmembers John Bilton, Doug Anderson, Cory Ritz, Brigham Mellor, Brett Anderson; City Manager Dave Millheim, City Development Director David Petersen, City Planner Eric Anderson, City Recorder Holly Gadd, and Recording Secretary Tarra McFadden

CALL TO ORDER:

Mayor **Jim Talbot** called the meeting to order at 7:03 p.m.

Roll Call (Opening Comments/Invocation/Pledge of Allegiance)

The invocation was offered by **Mayor Jim Talbot** and the Pledge of Allegiance was led by Austin Hedberg of Boy Scout Troop 114.

Sam Marston, Mayor of the Farmington Youth City Council, and Senior at Viewmont High School, introduced himself and shared that he is interested in health sciences, and likes camping and fishing.

PRESENTATIONS:

West Davis Corridor-Farmington City Residents

Farmington residents Spencer Moffat, Greg Daly and Greg Schow introduced themselves and noted that they reside in West Farmington near the proposed West Davis Corridor proposed alignment. The residents thanked the Mayor and the Council and acknowledged the City's efforts to minimize the impact of the West Davis Corridor on Farmington. The group has organized and drafted an initial wish list for further mitigation efforts focusing on berming, landscaping, and the use of quiet pavement. The current aesthetics budget is insufficient. The group has engaged key stakeholders at the Legislature and will continue to work with Farmington City to offer a united front to make the road as good as it possibly can be. Farmington will be

disproportionately impacted by the West Davis Corridor and should be entitled to additional funding.

Mayor **Jim Talbot** stated that Farmington has been against the West Davis Corridor for many years and has spent time and energy fighting its impacts. The City has not been able to stop the “freight train” so the strategy is to move forward and minimize the negative impacts. He thanked the group for providing a supportive citizen component and looks forward to a continued partnership.

Doug Anderson is against the highway and recognizes the City does not have an additional 3.7 million dollars to make the road look great. **Cory Ritz** expressed appreciation for the group and encouraged them to remain engaged and involved to hold UDOT accountable to their commitments. **John Bilton** reiterated all that the City has done to oppose the road and noted that the City has engaged a lobbyist to further its efforts. **Brett Anderson** was concerned that UDOT may be trying to pit the group of citizens against the Council and recommended a united front moving forward in negotiations with State Legislators that have influence on the UDOT budget. **Brigham Mellor** shared information about the process to designate the West Davis Corridor as a scenic byway which would help strengthen the argument for an increased aesthetic budget. He noted that other cities impacted by West Davis Corridor are interested in the byway designation.

Dave Millheim offered that other groups of citizens have organized against the highway. He noted that it is not an East versus West issue as the frontage road East of I-15 is impacted. He said that all interested parties have one chance to ask for a special augmentation to the aesthetics budget, and that will be in the upcoming legislative session beginning in January 2018 so he encouraged the group to remain focused. UDOT is working to address about one hundred issues related to the EIS that were raised in the most recent comment period but the record of decision is coming sooner than later.

SUMMARY ACTION:

1. Approval of Minutes from September 5, 2017
2. Nature Center Water Line Agreement
3. Traffic Ordinance Enacting Section 14-5-050.2 and Amending Section 14-5-060.1
4. Building Ordinance Amendment to Section 10-3-020

Motion:

Brett Anderson moved that item 2, Nature Center Water Line Agreement, be tabled until a future meeting and that items 1, 3 & 4 from the summary action list be approved as contained in the staff report.

The motion was seconded by **Doug Anderson** and was approved unanimously.

GOVERNING BODY REPORTS:

The Mayor and Councilmember reports were received in the work session.

City Manager Report

Dave Millheim suggested that the 90 homeowners most directly impacted by the 650 West/1100 West road construction project have endured a lot through the project. He proposed offering some small token of thanks from the City and asked if the Council would approve of that course of action. Councilmembers expressed approval and plan to discuss the options as the project gets closer to completion.

CLOSED SESSION

Motion:

At 7:50 p.m., **Brett Anderson** made a motion to go into a closed meeting for purpose of **property acquisition**. **Cory Ritz** seconded the motion which was unanimously approved.

Sworn Statement

I, **Jim Talbot**, Mayor of Farmington City, do hereby affirm that the items discussed in the closed meeting were as stated in the motion to go into closed session and that no other business was conducted while the Council was so convened in a closed meeting.

Jim Talbot, Mayor

Motion:

At 7:59 p.m., a motion to reconvene into an open meeting was made by **Brigham Mellor**. The motion was seconded by **John Bilton** which was unanimously approved.

ADJOURNMENT

Motion:

At 7:59 p.m., **Cory Ritz** moved to adjourn the meeting.

Holly Gadd, City Recorder

FARMINGTON CITY COUNCIL MEETING

October 3, 2017

WORK SESSION

Present: Mayor Jim Talbot; Councilmembers John Bilton, Doug Anderson, Cory Ritz, Brigham Mellor; Assistant City Manager Keith Johnson, City Development Director David Petersen, City Engineer Chad Boshell, City Recorder Holly Gadd, and Recording Secretary Tarra McFadden

Excused: City Manager Dave Millheim, Councilmember Brett Anderson

Financial Update with FY 2017 Unaudited Balances

Assistant City Manager **Keith Johnson** provided an update to the FY 2017 Budget. Revenues exceeded budgeted amounts, expenditures were less than planned and all City Departments came in under budget leading to General Fund balance that was more than \$400,000 over the budgeted amount. Revenue increases came from an increased volume of licenses and permits, an increase in the State allotment from the Class C gas tax and growth in sales tax.

Keith Johnson noted that projections indicate a greater use of the General Fund balance and the likelihood of running deficits in future years. The General Fund Balance will be impacted by 650 W Street change orders, 650 W Park construction, landscaping of the roundabout, and potential purchases of real property. As long as revenues are steady and expenditures do not grow, the City will maintain its strong financial position.

Swain PUD Subdivision Schematic Plan and Preliminary (PUD) Master Plan

This item was discussed briefly. City Development Director **David Petersen** indicated that he did not anticipate any objections during the public hearing.

Demolition Ordinance

David Petersen noted that the existing demolition ordinance was adopted following the demolition of the Robinson home on 100 North. The City does not have very many freestanding demolitions, so it is tough to follow the ordinance that is patterned after Salt Lake City's ordinance. The law requires that before demolition of an existing building can be done, a performance bond valued in the amount of the replacement structure has to be obtained. This is burdensome to property owners as it is often \$500,000-\$600,000 on top of a construction loan. The City has allowed letters of credit against construction loans to meet those requirements, or property and outbuildings to be used as collateral if the replacement structure is not built but the demolition is complete. The proposed ordinance remedies the deficiencies of the existing ordinance and allows for cash, letter of credit, escrow, or property performance bond to be in place before a demolition permit is issued.

REGULAR SESSION

Present: Mayor Jim Talbot; Councilmembers John Bilton, Doug Anderson, Cory Ritz, Brigham Mellor; Assistant City Manager Keith Johnson, City Development Director David Petersen, City Engineer Chad Boshell, City Recorder Holly Gadd, and Recording Secretary Tarra McFadden

Excused: City Manager Dave Millheim, Councilmember Brett Anderson

CALL TO ORDER:

Mayor **Jim Talbot** called the meeting to order at 7:05 p.m.

Roll Call (Opening Comments/Invocation/Pledge of Allegiance)

The invocation was offered by Councilmember **Cory Ritz** and the Pledge of Allegiance was led by Boy Scout Colton Welch from Troop 4438.

PUBLIC HEARINGS:

Swain PUD Subdivision Schematic Plan and Preliminary (PUD) Master Plan

David Petersen presented information about the approval of the schematic plan and preliminary master plan for the planned unit development at the corner of Compton Road and 1400 North. The lot size is similar to those in surrounding development and the open space is met with monument entries and additional open space at the tip of the development. There will not be an HOA, but CC&Rs in place will dictate that the adjacent lots are required to maintain the landscaping at the entries and the tip of the property.

The applicant, **Lew Swain**, 1688 Canyon Circle, Farmington, spoke regarding the recommendations made by the Planning Commission for the wedge piece at the tip of the property. There will not be an HOA to manage the open space, but the CC&Rs are similar to the Oakwood development north of the parcel. **Lew Swain** has had an engineer redraw Lot 10 to show the superimposition of the deed restriction so that it remains open space. The development will utilize existing sewer, water, and pressurized irrigation put in when a nearby property was developed. One road cut will need to occur if the plan is approved.

Mayor Jim Talbot opened the public hearing at 7:17 p.m.; with no one signed up to address the Council on the issue, he immediately closed the public hearing.

Councilmember **John Bilton** asked if an agreement had been reached between the developer and the City regarding the open space. **Lew Swain** indicated that he and Dave Millheim have had discussions and are in agreement regarding the terms of the waiver for the open space requirement. **Cory Ritz** sought clarification regarding the ownership of the portion of lot 10 to remain as open space. **Lew Swain** indicated that there would be a deed restriction on a portion of the lot.

Motion:

Councilmember **Brigham Mellor** moved that the City Council approve the schematic plan and preliminary PUD master plan for the Swain PUD Subdivision, and the waiver of open space as set

forth in Section 11-27-155 of the Zoning Ordinance, subject to all applicable Farmington City ordinances and development standards and the conditions 1-4, with Findings for Approval 1-10.

John Bilton seconded the motion which was approved unanimously.

Conditions:

1. The applicant shall enter into a development agreement memorializing the approved master plan prior to or concurrent with preliminary plat;
2. The applicant shall meet all of the standards and requirements as set forth in Section 11-30-050 of the Zoning Ordinance;
3. The City Council, through a vote of not less than four (4) members shall approve the waiver for the open space requirement as determined through negotiations with the City Manager;
4. All outstanding comments from the DRC for schematic plan shall be addressed on preliminary plat.

Findings for Approval:

1. The proposed plans meet the requirements of the subdivision and zoning ordinances of an LR (PUD) zone.
2. The proposed development is an in-fill project and allows the property owner the highest and best use of his property.
3. The proposed plans are consistent with the General Plan.
4. The proposed densities and lot sizes are consistent with the surrounding neighborhoods.
5. The attached landscape plan is of a high design quality and meets the standards set forth in Section 11-27-070.
6. Because the homes that are being built within the subdivision are custom, the applicant did not provide elevations; however, by providing photos of similar homes, and CC&Rs that set design standards of a high quality, the intent of the PUD overlay is being met.
7. The foothill overlay zone requirements, as set forth in Chapter 30 of the Zoning Ordinance, will be required at either preliminary or final plat, as is customary in these zones.
8. The applicant is providing 9,621 s.f. of unimproved conservation open space, which will preserve a grove of Gambel oak trees.
9. The remaining open space that the ordinance requires can be better utilized elsewhere in the City to help in the construction of parks or trails.
10. A deed restriction will be reflected on the final plat for Lot 10 to illustrate the preservation of a portion of the lot for open space purposes.

Zone Text Amendment Chapter 28 – Demolition Performance Standards

David Petersen said that the requirement of performance bond being secured prior to a demolition permit being issued is onerous for some and the proposed amendment expands the options from a cash bond only to allow for a cash bond, letter of credit, escrow, or property performance bond.

Mayor Jim Talbot opened the public hearing at 7:23 p.m.; with no one signed up to address the Council on the issue, he immediately closed the public hearing.

Brigham Mellor noted that the City has never had to call on a performance bond in over 10 years and that having additional options beyond a cash bond to guarantee the construction is reasonable.

Motion:

John Bilton moved to approve the enabling ordinance amending Section 11-28-230 D. 1. of the Zoning Ordinance as enclosed in the staff report with Findings for Approval 1 and 2.

Cory Ritz seconded the motion. The zone text amendment was approved unanimously.

Findings

1. The proposed changes allow other options, not just one alternative (cash bond), to ensure performance;
2. More options allow property owners to finance projections themselves rather than choose to finance projects via construction loans and more conventional means.

NEW BUSINESS:

Resolution Amending the Personnel Policies and Procedures regarding Return to Work Policy

City Recorder **Holly Gadd** presented a resolution to amend the Personnel Policies and Procedures regarding return to work following serious injury, illness or medical condition. The change was recommended by the Utah Risk Management and Mutual Association. The policy change allows for those that need to transition back into regular duties up to six months of lighter duty work, as necessary. **Holly Gadd** clarified that this policy does not replace those related to short-term disability.

Motion:

Councilmember **Doug Anderson** moved to approve the Resolution amending the Farmington City Personnel Policies and Procedures enacting a new section 9.155 regarding return to work following serious injury, illness or medical condition as contained in the staff report.

John Bilton seconded the motion. The resolution was approved unanimously.

SUMMARY ACTION:

1. Plat Amendments: Villa Susanna PUD Subdivision and Meadows at City Park Phase I PUD Subdivision
2. Nature Center Water Line Agreement

3. Smith Homestead PUD Subdivision Improvements Agreement
4. Ordinance and Resolution Regarding Home Occupations

Cory Ritz moved, with a second from **John Bilton**, to approve summary action item 1, 3 and 4 as contained in the staff report. Item 2, Nature Center Water Line Agreement, was tabled for a future meeting.

The motion was approved unanimously.

OLD BUSINESS:

Award of Bid - 2 Million Gallon Tank Project

City Engineer **Chad Boshell** presented information about a new two million gallon water tank to be built to replace two smaller deficient tanks and increase storage capacity. The cost for the project will be funded with water impact fees and water utility funds. Gerber Construction was selected because of their experience building post tensioned tanks. Post tensioned tanks leak less and are better able to withstand seismic activity.

Motion:

John Bilton moved to approve construction services and contract for the 2 MG Tank Project to Gerber Construction for the amount of \$1,936,860.

Brigham Mellor seconded the motion which was approved unanimously.

GOVERNING BODY REPORTS:

City Manager Report

1. Farmington Rock Preference Survey
 - a. **David Petersen** reminded Councilmembers to complete this survey included in the packet.
2. Fire Monthly Activity Report for August
3. Personnel Committee
 - a. Assistant City Manager **Keith Johnson** provided an update from the Personnel Committee noting that the Council would be asked to approve an update to holiday and on-call related compensation.
4. **Keith Johnson** shared that Officer Cannon now has a police dog who will be sworn into service at the October 17th Council Meeting. A fundraiser will be held at Station Park to cover associated costs of the dog's service.

Mayor Talbot & City Council Reports

Councilmember Cory Ritz

Cory Ritz related some updates from Councilmember Brett Anderson (excused). The Trails Committee will come to the Council with a proposal to fund a utility trailer for the storage of trail improvement equipment. Additionally, the Bamberger Trail needs some maintenance and the Committee will be asking for support from the Public Works Department to complete the needed repairs.

Cory Ritz drew attention to the statistics in the Fire Department Monthly Activity Report and congratulated Chief Guido Smith and the Department for improving the average response time.

Councilmember Doug Anderson

No updates to report.

Councilmember Brigham Mellor

No updates to report.

Councilmember John Bilton

No updates to report.

Mayor Jim Talbot

Mayor **Jim Talbot** asked for the approval of the Council to invite Roger Childs to serve as a Planning Commissioner beginning October 5 and thereafter having a 4 year term.

Motion:

Cory Ritz moved, with a second from **Doug Anderson**, to approve the selection of Roger Childs as a Planning Commissioner.

The motion was approved unanimously.

Jim Talbot shared that Robinson Waste is seeking to renegotiate the contract terms by extending the terms of the existing contract for an additional three years, with an increase in costs of about 1%. The increase will be handled through garbage funds, and will be presented to the Council for approval in a forthcoming meeting.

Jim Talbot provided an update about the roundabout at 1100 West. The University of Utah has committed to \$250,000 for the improvements on the roundabout. They will also partner with the City at the new regional park and will plan a monument at the park. The University of Utah has agreed to provide \$100,000 donation for the park.

ADJOURNMENT

Motion:

At 8:03 p.m., **John Bilton** moved to adjourn the meeting.

Holly Gadd, City Recorder



FARMINGTON CITY

H. JAMES TALBOT
MAYOR

BRETT ANDERSON
DOUG ANDERSON
JOHN BILTON
BRIGHAM N. MELLOR
CORY R. RITZ
CITY COUNCIL

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council
From: Holly Gadd, City Recorder
Date: October 9, 2017
Subject: **POLL WORKERS FOR UPCOMING ELECTIONS**

RECOMMENDATION

By minute motion, approve the attached list of poll workers provided by the County and authorize for the replacement of any of these poll workers if the need should arise.

BACKGROUND

According to Utah Code 20A-5-602(1) poll workers must be approved by the City Council at least 15 days prior to the election.

Respectfully Submitted

Holly Gadd
City Recorder

Review & Concur

Dave Millheim
City Manager



Holly Gadd <hgadd@farmington.utah.gov>

Poll Workers G2017

1 message

Suzanne Wright <swright@co.davis.ut.us>

Fri, Oct 6, 2017 at 2:41 PM

To: hgadd@farmington.utah.gov

Hi Holly,

Here is a list of the poll workers who will be working at Farmington Community Center on Election Day. I will notify you of any changes to this list.

Farmington City Community Center	Amy	Black	(801)505-8444	335 N 100 E	Farmington UT	84025 Receiving Clerk
Farmington City Community Center	Peggy	Brough	(801)682-6421	1982 Deere Valley Dr	Layton UT	84040 Receiving Clerk
Farmington City Community Center	Elizabeth	Carver	(801)645-5201	910 Meadow Way Dr	Layton UT	84041 Provisional Clerk
Farmington City Community Center	Lori	Child	(801)451-6642	39 N 325 E	Farmington UT	84025 Provisional Clerk
Farmington City Community Center	Shalyn	Luker	(801)451-7181	1189 Cannon Dr	Farmington UT	84025 Poll Manager
Farmington City Community Center	Mark	Pierce	(801)240-5337	16 W Burton Ln	Kaysville UT	84037 Technician

Feel Free to contact me with any questions.

Thanks,
Suzanne Wright
Davis County Elections
[801-451-3438](tel:8014513438)



FARMINGTON CITY

H. JAMES TALBOT
MAYOR

BRETT ANDERSON
DOUG ANDERSON
JOHN BILTON
BRIGHAM N. MELLOR
CORY R. RITZ
CITY COUNCIL

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Mayor and City Council

From: Keith Johnson, Assistant City Manager

Date: October 4, 2017

Subject: **APPROVE THE RESOLUTION TO MAKE CHANGES TO THE PERSONNEL POLICY IN REGARDS TO OVERTIME ON CERTAIN HOLIDAYS AND ON CALL PAY.**

RECOMMENDATIONS

Approve the enclosed resolution to amend the personnel policies and procedures to pay overtime on 5 holidays and to increase on call pay from \$15 per day to \$25 per day.

BACKGROUND

All paid holidays are not counted as hours worked. There are certain holidays that makes it harder to have employees come and work, which are Thanksgiving, the day after Thanksgiving, Christmas eve, Christmas day and New Years day. These holidays we would like to pay the normal holiday pay in addition to time and a half for any hours worked, if they have to work on those holidays.


Also it has been many years since we addressed the on call pay. Currently we pay \$15.00 per day and we have 3 employees on call everyday. As you can see from the attached survey, the average for the county is between \$22 and \$23 per day. We purpose that we increase it to \$25.00 per day. The Personnel Committee met on September 21st to discuss the proposed changes and supports the recommendation of staff.

Respectfully Submitted,



Keith Johnson,
Assistant City Manager

Review and Concur,



Dave Millheim,
City Manager

RESOLUTION NO. 2017-

**A RESOLUTION AMENDING SECTIONS 8.060 AND 8.070 OF THE
FARMINGTON CITY PERSONNEL POLICIES AND PROCEDURES
REGARDING OVERTIME AND ON CALL PAY**

WHEREAS, the City Council has previously adopted the Personnel Policies and Procedures providing guidelines and procedures for City employees and related personnel matters; and

WHEREAS, City Staff recommend amendments to the Personnel Policies and Procedures to amend Sections 8.060 and 8.070 regarding overtime and on call pay, as more particularly provided herein; and

WHEREAS, the City Council has reviewed the recommended changes to the Personnel Policies and Procedures as more particularly provided herein and desires to adopt the same.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF
FARMINGTON CITY, STATE OF UTAH:**

Section 1. **Amendment.** Sections 8.060 and 8.070 of the Farmington City Personnel Policies and Procedures regarding overtime and on call pay is hereby amended. See Exhibit "A" attached.

Section 2. **Severability.** If any section, clause or provision of this Resolution is declared invalid by a court of competent jurisdiction, the remainder shall not be affected thereby and shall remain in full force and effect.

Section 3. **Effective Date.** This Resolution shall become effective immediately upon its passage.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF FARMINGTON CITY,
STATE OF UTAH, ON THIS 17TH DAY OF OCTOBER, 2017.**

FARMINGTON CITY

H. James Talbot, Mayor

ATTEST:

Holly Gadd, City Recorder

Exhibit "A"

FARMINGTON CITY PERSONNEL POLICIES AND PROCEDURES

8.050 Meritorious Performance.

Meritorious performance shall also be recognized annually at the time of the supervisory evaluation. Employees receiving a meritorious rating for performance related to the last twelve (12) months prior to the rating date, shall be provided with a merit increase, the value of such shall be determined by the City Manager with approval of the City Council.

8.055. Exempt and Non-Exempt.

For purposes of overtime compensation under the Fair Labor Standards Act, exempt and non-exempt positions are more particularly defined in Chapter 6.

8.060. Overtime.

(a) It is the policy of the City to discourage the accrual of overtime except for when overtime is unavoidable during various times of the year or to respond to extenuating circumstances. Every effort should be made to keep the accumulation of overtime hours to a minimum. No employee may perform work over his or her designated hours without prior approval from his or her supervisor or department head. Except as otherwise provided herein or exempt under Federal regulations, all hours of work by City employees officially ordered and approved in excess of forty (40) hours per week for general employees and over one hundred eighty-two (182) hours per work period for full-time fire department 24-hour shift personnel shall be considered overtime in accordance with the provisions and regulations of the Fair Labor Standards Act.

(b) Exempt employees are not entitled to overtime compensation. Non-exempt employees are entitled to overtime compensation at a rate of one and one-half times their regular rate of pay in accordance with the provisions and regulations of the Fair Labor Standards Act. For purposes of overtime calculations, eligibility shall be based only on hours actually worked. Holiday, sick, and vacation leave or time off shall not be considered hours worked for purposes of calculating overtime compensation. **However, any time worked on Thanksgiving Day, the day after Thanksgiving, Christmas Eve, Christmas Day and New Years' Day will be paid at the regular over time rate of one and one-half times, excluding Police and Fire Personnel.**

(c) The following rules apply to the accumulation and compensation of overtime. For the purpose of calculating overtime under the Fair Labor Standards Act (FLSA), the work week for all personnel except the full-time Fire Department 24-hour shift personnel shall begin at 12:00 a.m. on Saturday and end at 11:59 p.m. on the following Friday. A pay period for general employees consists of two (2) work weeks. The work day consists normally of an eight (8) hour period, plus a sixty (60) minute (non-paid) lunch break. The work period for the full-time Fire Department 24-hour shift personnel is a 24 consecutive day work period that begins on April 20, 2013 at 12:00 a.m. and ends at 11:59 p.m. on May 13, 2013 (24 consecutive days later). The next work period will begin at 12:00 a.m. May 14, 2013, and end at 11:59 p.m. 24 consecutive days later, and so on. Records for all pay purposes including, but not limited to, regular time, overtime, compensatory time, vacation, sick leave and leave-without-pay will be maintained on thirty (30) minute intervals. Different work weeks may be approved by the City for various departments including but not limited to police and fire personnel.

(d) The cash payments for overtime shall be issued on the regularly scheduled pay day for the work period in which it was earned. The City Manager may approve compensatory time off in lieu of overtime compensation in accordance with the provisions of the FLSA.

(e) All time spent in training, conferences, workshops, meetings and related travel, etc., when such attendance is required by the City shall constitute hours worked and shall be used to calculate overtime eligibility under the FLSA.

(f) Any full-time employee who is called back to work after normal working hours by their

FARMINGTON CITY PERSONNEL POLICIES AND PROCEDURES

supervisor or other personnel as authorized by the Department Head for emergencies shall be compensated at time-and-one-half. (This policy excludes call backs on holidays, which shall be paid in accordance with provisions of Chapter 9).

(g) Any general full-time employee working in excess of twelve (12) hours for any one day shall be compensated at time-and-one-half for hours worked over twelve (12) hours.

(h) Full time employees assigned to work on City Special Events, such as Festival Days and Farmington Christmas, after normal working hours or on days that are not their normally scheduled work days shall be compensated at time-and-one-half for such hours worked.

8.065 Compensatory Time.

(a) It is the City's policy to pay its employees for overtime hours worked in accordance with Section 8.060. Subject to the restrictions and procedures set forth herein, the City may allow eligible employees to receive compensatory time off in lieu of overtime payment in cash.

(b) If compensatory time is permitted by the City, employees desiring to obtain compensatory time off in lieu of overtime payment in cash shall file an Overtime Compensation Election Form with the City prior to performing work eligible for compensatory time.

(c) Employees who have elected to receive compensatory time in lieu of overtime payment in cash may accrue up to a maximum of forty (40) hours of compensatory time off. Compensatory time accrued in excess of forty (40) hours shall be paid out to the employee with the employee's next regularly scheduled paycheck. Any compensatory time existing at the end of the calendar year shall be paid out to the employee with the employee's last regularly scheduled paycheck of the year.

(d) Compensatory time shall accrue at one and one half hours of compensatory time for each hour of overtime worked.

(e) Employees may request use of compensatory time off in accordance with the leave procedures set forth Chapter 9. Employees should be permitted to use compensatory time off within a reasonable period after making the request if such use does not unduly restrict the operations of the City and/or the Department within which the employee works.

(f) Payments for compensatory time off shall be paid at the employee's regular rate of pay at the time the employee receives such payment.

(g) Notwithstanding the foregoing, the City reserves the right to pay any employee overtime compensation in cash in lieu of providing compensatory time off for any workweek or work period or for any accrued compensatory time.

(h) Employees shall be compensated for unused and accrued compensatory time in accordance with the provisions and regulations of the Fair Labor Standards Act, including, but not limited to the regulations set forth in 29 C.F.R., Part 553.

8.070 On Call Pay.

Full-time employees who are FLSA non-exempt and who are placed "on call" shall receive "on call" compensation of ~~\$45.00~~ \$25.00 per day. If the employee is called out he or she shall also be paid for actual hours worked at time-and-one-half. (This policy is exclusive of "on call" duty assignments such as water checks or similar assignments that are not called out but do require an employee to work beyond their normal work schedule, therefore falling under the overtime calculation used in Section 8.060a). "On call" status shall only be authorized by the Department Head or the City Manager.

On Call

	Amount / Week	Amount / Day
North Salt Lake	160	22.86
Woods Cross	135	19.29
West Bountiful	100	14.29
Bountiful	40 plus \$2 after hrs	36.57
Centerville	OT	
Kaysville	225	32.14
Fruit Heights	110	15.71
Layton	210	30.00
Clinton	100	14.29
Clearfield	135	19.29
Syracuse	140	20.00
Farmington	105	15.00
Average w/out		<u>22.44</u>

\$25 per day - \$175 per week

3 on call per week - increase is:

\$10 per day X 3 X 365 Days = \$10,950 more per year.



FARMINGTON CITY

H. JAMES TALBOT
MAYOR

BRETT ANDERSON
DOUG ANDERSON
JOHN BILTON
BRIGHAM N. MELLOR
CORY R. RITZ
CITY COUNCIL

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Mayor and City Council

From: Keith Johnson, Assistant City Manager

Date: October 11, 2017

Subject: **APPROVE THE EXTENSION OF GARBAGE COLLECTION WITH ROBINSON WASTE SERVICES.**

RECOMMENDATIONS

Approve the enclosed agreement to extend the collection service with Robinson Waste Services until July 2021, with the rates changing July 1, 2018.

BACKGROUND

Under the agreement for garbage collection with Robinson Waste Services, there is a provision to extend the agreement 3 years beyond the June 30, 2018 ending date. Steve with Robinson Waste would like to get this done now and not wait until just before the deadline. He is proposing a small increase as of July 1, 2018 as follows:

1 st can current	\$3.85	Proposed	\$4.11
2 nd can current	\$1.75	Proposed	\$1.87
Recycle current	\$1.93	Proposed	\$2.07

This will only be about a \$31,000 increase on a yearly basis. The Garbage Fund is in a position to absorb this increase without any increases to the City rates. Enclosed is the original agreement for your reference.

Respectfully Submitted,



Keith Johnson,
Assistant City Manager

Review and Concur,



Dave Millheim,
City Manager



2719 North Fairfield Road • Layton, UT 84041
Ph: (801) 825-3800 • Fax: (801) 825-3850
www.robinsonwasteservices.com

Farmington City
160 S. Main
Farmington, UT 84025

RE: Solid Waste Collection Agreement

FARMINGTON CITY and ROBINSON WASTE SERVICES, INC. agree to extend the current waste hauling agreement through June 2021. The following rate schedule will become effective July 1, 2018.

1st Can – 4.11

2nd Can – 1.87

Recycle – 2.07

ATTEST:

City Recorder

FARMINGTON CITY,
a Utah municipal corporation

By: _____
Mayor

ROBINSON WASTE SERVICES, INC.
a Utah corporation

By: _____
Its: President

SOLID WASTE COLLECTION AGREEMENT

THIS AGREEMENT, is made and entered into as of the 2 day of July, 2013, by and between FARMINGTON CITY, a Utah municipal corporation, whose address is 160 North Main, Farmington City, Utah, 84025, hereinafter referred to as "City" and Robinson Waste Services, Inc., a Utah corporation, whose address is 2719 North Fairfield Road, Layton, Utah 84041, hereinafter referred to as "Contractor".

WITNESSETH:

WHEREAS, the Contractor represents that it is fully qualified to provide solid waste collection services within the City; and

WHEREAS, the City is willing to permit Contractor to collect solid waste as defined in this Agreement within the boundaries of the City subject to those requirements and conditions which are set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **COLLECTION OF GARBAGE.** Contractor agrees to collect all residential and approved limited non-residential garbage and recyclables and City generated garbage and recyclables and to transport such garbage to the Wasatch Energy System Landfill or Energy Recovery Facility and there to dispose of said solid waste and to transport the recyclables to a Recycle Facility during the term of this Agreement.

2. **DEFINITIONS.**

a. **Approved Garbage Containers.** Approved garbage containers shall consist of those containers designated by the City utilizing a "rotationally molded" process or other containers mutually acceptable to Contractor and the City. The containers for residential use are designed specifically for automated collection, and are equipped with wheels for easy movement by residential users.

b. **Approved Recycling Containers.** Approved recycling containers shall consist of those containers designated by the City utilizing a "rotationally molded" process or other containers mutually acceptable to Contractor and the City. The containers for residential use are designed specifically for automated collection, and are equipped with wheels for easy movement by residential users.

c. **Hazardous Materials.** Materials and wastes that are hazardous by reason of their pathological, explosive, radiological, or toxic character.

d. **Recyclables.** Materials that the Recycle Facility and the City determine.

e. **Residence.** An occupied dwelling unit such as a home, trailer, or multi-family dwelling of four or less units, not including hotels or motels or mobile home

trailer parks. Each unit of a multi-family dwelling shall be considered a separate residence for purposes of billing. A dwelling unit is not occupied if the persons living therein are absent for over 90 continuous days, or are absent for 30 continuous days after notice to the City, whichever period is shorter.

f. Residential Solid Waste. Garbage, rubbish, trash, food wastes, etc. resulting from the normal activities of households.

g. Rubbish and Trash. Combustibles such as paper, wood, yard trimmings, etc., and non-combustibles such as metal, glass, stone, etc.

h. Nonprocessable Waste. Goods and materials which are not residential and/or are prohibited by the disposal facility which items include the following:

- i. Any loads the majority of which consists of noncombustible material.
- ii. Hazardous waste of any kind.
- iii. Any material that when incinerated clearly conducts electricity.
- iv. Explosives.
- v. Medical or pathological wastes.
- vi. Animal or human body parts or remains.
- vii. Any materials the majority of which is liquid.
- viii. White goods or appliances.
- ix. Construction debris of unprocessable proportions.
- x. Large metal objects of any kind.
- xi. Large sealed containers of any kind.
- xii. Motor vehicles or related parts.
- xiii. Any item exceeding two feet by two feet by five feet in dimensions.
- xiv. Wood having a cross section exceeding nine inches or five feet in length.
- xv. Any vehicle containing material that is on fire, "Hot Load."

Nonprocessable waste shall include all of the foregoing and bulky wastes.

i. Commercial User. An enterprise, not a residence, such as a business, association, corporation, manufacturer, hotel, motel, resort, commercial entity, governmental or public entity, church, etc., except for those approved on a limited basis by the City.

j. Commercial Solid Waste. Garbage, rubbish, trash, food wastes, etc. resulting from the normal activities of commercial users.

k. Food Wastes. Animal, vegetable, or mineral derived from the preparation or packaging of foodstuffs.

l. Bulky Wastes. Wastes that are not capable of being stored in the approved automated refuse containers and cannot be picked up by normally used collection vehicles, including items such as appliances, furniture, large tree branches, lawn sod and Christmas trees, etc.

3. SERVICE. All residences and a limited number of approved non-residential sites within the City shall be provided minimum service under this Agreement. In addition, the Contractor will provide special service for handicapped persons or senior citizens not able to handle the approved garbage container. Such special service will be as directed and approved by the City.

4. TERM. The term of this Agreement for automated residential collections shall be for a five-year period, commencing on July 1, 2013. Upon expiration of the five-year term of this Agreement, the City may, at its sole option, do any of the following:

a. Request competitive proposals from contractors;

b. Extend this Agreement in writing upon terms mutually satisfactory to the City and the Contractor for a period not to exceed three years; or

c. Make other arrangements satisfactory to the City.

5. MINIMUM SERVICE. The Contractor shall make at least one weekly garbage collection and at least semi-monthly recyclables collection at all residences within the City on a schedule and route mutually agreed to by the City and the Contractor.

6. HOURS. Collections shall be made during the day-time hours set forth in the approved schedule, subject to such reasonable modifications as the City may grant. All collections shall be made as quietly as possible.

7. LITTER. The Contractor shall not litter premises in the process of making collections. The Contractor shall not be required to collect or clean up material that has not been placed in an approved garbage or recycling container or in a manner herein provided. Further, the Contractor is not required to pick up trash spilled as a direct result of overturning by the resident.

8. UNAPPROVED CONTAINER. The Contractor shall not be required to collect solid waste unless it is in an approved garbage or recycling container, as defined in Paragraph 2, except as otherwise provided for in this Agreement. In the event Contractor finds unapproved containers or containers holding nonprocessable or bulky wastes, the Contractor shall tag such containers as not being in compliance and stating the reasons for such noncompliance. The tag shall be attached to the affected container in a conspicuous place by the Contractor.

9. NONPROCESSIBLE WASTE AND HAZARDOUS MATERIALS. The Contractor shall not be required hereunder to provide haul service for nonprocessible waste. No hazardous materials will be collected by the Contractor unless specifically requested by the resident, approved in advance by the City, and agreed to by the Contractor.

10. COLLECTION EQUIPMENT. The Contractor shall provide an adequate number of vehicles approved by the City for regular collection services, including those vehicles set forth in Exhibit "A" attached hereto and by this reference made a part hereof. Trucks and equipment shall be new or near new and acceptable to the City. All collection equipment shall be kept in good repair, appearance, and in a sanitary condition at all times, properly inspected and meeting State requirements for vehicle equipment. Each vehicle shall have clearly visible on each side the name and telephone number of the Contractor. All of Contractor's equipment shall be provided and maintained in such a manner that it will not scrape, peel, gouge, or otherwise damage the approved garbage or recycling containers. Collection trucks and related equipment must be modern, leak-proof and suitable for garbage and recycling collection.

11. EXCLUSIVE RIGHT. During the term of this Agreement, the Contractor is granted an exclusive right to collect all residential solid waste and recyclables covered by this Agreement and generated within the City.

12. OFFICE. The Contractor shall establish and maintain a local telephone office or such other facilities as necessary and acceptable to the City, through which the Contractor can be contacted where service may be applied for, and complaints can be made. The Contractor's local office shall be equipped with sufficient telephones and shall have a responsible person present and in charge during collection hours.

13. HAULING. All solid wastes hauled by the Contractor shall be so contained or enclosed that leaking, spilling, or blowing of the material is prevented. In the event of any spillage by the Contractor, the Contractor shall immediately clean up the litter.

14. TITLE TO WASTE. Title to all waste except hazardous waste shall be vested in the Contractor upon being placed in its vehicle except items which a resident may have inadvertently or unintentionally deposited in a container.

15. DISPOSAL. All solid waste for disposal shall be hauled by the Contractor to the Wasatch Energy System Landfill or Energy Recovery Facility in accordance with law and any applicable regulations. The Contractor shall become familiar with and shall abide by and comply with all rules, regulations, laws, contracts, provisions, etc. related to the use of the above-named facilities or to Contractor's business. Any disposal fees or permit fees at the disposal facility shall be paid by the Contractor except that tipping fee charges to dump residential garbage at the disposal facility shall be the responsibility of the City. Contractor shall not mix residential garbage or recyclables collected within the City with commercial, industrial, institutional garbage or recyclables or any garbage or recyclables from other cities while hauling to the disposal facility.

16. CHARGES, RATES, ETC. The City shall pay the Contractor in accordance with the following monthly charges and rates:

a. Basic Service Charges and Rates:

Standard Residential Rate

- (1) One Container - \$3.85 per month.
- (2) Each additional container - \$1.75 per month.
- (3) One Recycling Container - \$1.93 per month.

Other Charges and Rates

- (1) Special Haul Service for Parks and Community Buildings and Facilities. Contractor shall provide weekly waste collection service for all public parks and community buildings and facilities within the City at various City sites shown on Exhibit "B" attached hereto and by this reference made a part hereof, for the sum of \$500.00 per month. In addition, upon request from the City, park and other facility dumpsters must also be picked up within 24 hours. Contractor shall pay all tipping fees for all City dumpster loads. In the event additional dumpsters are added to Exhibit "B" after date hereof, Contractor and City shall negotiate an increase in fees mutually satisfactory to the parties to cover the cost of picking up those additional dumpsters.
- (2) Contractor shall provide additional services as set forth in Exhibit "C", at the direction of the City and at no additional charge to the City or its residents.

b. Rate Increase/Decrease

The parties acknowledge that fuel costs are a significant factor in the residential collection rates. Therefore, some adjustment to contract pricing based on increased or decreased fuel costs, over the term of the contract, is warranted. The parties agree that a base fuel price for the purpose of establishing the current solid waste collection rate, set forth above, is \$3.00 per gallon, which the parties agree is a reasonable estimate of the current average price for diesel fuel in the Wasatch Front Metropolitan area at the time of entry of this Agreement. If at any time during the term of this Agreement the average cost of fuel reaches \$2.50 per gallon, then for that reduction, and for each reduction of 10 cents or more, the residential collection rate shall be reduced by 2.5 cents per each 10 cents reduction below \$2.50. If, at any time during the term of this Agreement the average cost of fuel exceeds \$3.00 per gallon, then for that increase, and for each increase of 10 cents or more, the residential collection rate shall be increased by 2.5 cents per each 10 cent increase above \$3.00.

17. LOCATION. All approved garbage containers shall be placed by the customers within 2 feet of the blacktop or in the gutter if curb and gutter is present, and at a location that is readily accessible to the Contractor and its equipment, unless previous arrangements are made

between the Resident and the Contractor. If there are 2 or more containers the containers must be a minimum of 4 feet apart. Access to the containers shall not be blocked and the collection vehicle must have clear access to the containers.

18. **COMPENSATION.** The City shall pay the Contractor monthly, by the 25th day of the month following the service month. The fees paid to the Contractor will include all City residences as defined herein. This figure will be updated monthly to coincide with the City's billing practices and periodically a copy of said user billing information will be supplied to the Contractor.

19. **RESIDENTIAL ACCOUNTS.** All residences will be provided with one approved garbage container and one approved recycling container unless vacant for a period of 90 days or more.

20. **ROUTES AND SCHEDULES.** The Contractor shall provide the City with maps and schedules of collection routes and times and keep such information current at all times. It shall be the customer's responsibility to place his solid waste at the appropriate location for collection before the approved starting hour, which shall be no earlier than 6:00 a.m. In the event of changes in routes or schedules that will alter the day of pickup, the Contractor shall so notify customers affected by the schedule change through a written notice left at each residence not less than two weeks prior to the change. Due to landfill or disposal facility closure on New Years Day, Thanksgiving Day and Christmas Day no waste collection will be done on these designated days. The waste will be picked up one day later for the affected days. Should the landfill or disposal facility add additional closure days in the future, the Contractor shall not be required to provide collection service on the additional closure days, but waste will be picked up one day later for the affected days.

21. **CHRISTMAS TREE PICK-UP.** Contractor shall provide a one-time Christmas tree pick-up on the second Saturday following New Year's Day without charge to the City.

22. **COMMERCIAL COLLECTIONS.** The Contractor may deal directly with business, commercial, industrial and institutional establishments, and all sums collected by it from such establishments shall belong to Contractor as its compensation and shall not be accounted for by it to the City. The City, however, does not, by this Agreement purport to grant to Contractor the exclusive right to collect and dispose of such business, commercial, industrial, and institutional garbage and/or recyclables, the same being a matter of negotiation and individual agreement with said contributors. In the event the Contractor shall handle such business, commercial, industrial, or institutional garbage and/or recyclables, it shall be required to obtain a City Business License and to comply with all applicable Ordinances and regulations with respect to the hauling and disposal thereof. Notwithstanding the foregoing, the City hereby reserves the right to allow certain small non-residential customers whose needs do not exceed two (2) City-approved containers to be included under the terms of the contract for garbage and/or recycling collection and disposal services between the Contractor and the City. Such customers will be specifically approved by the City upon the basis that they do not generate more garbage than a typical single family residence.

23. **COMPLAINTS.** In the event the City shall have any complaints with the service of the Contractor or with its facilities or operations, or if any legitimate complaint from a

resident against the Contractor relating to services is received, the City shall notify the Contractor of any complaint and the contractor shall correct the same immediately. In the event any needed correction is not made or any legitimate complaint is not remedied in a timely manner, the City may terminate this contract upon giving ten (10) days written notice in advance of such termination.

However, if the Contractor feels the order of the City is unreasonable, it shall nevertheless change its mode of operation to conform to the City's notice, but may have a reasonable period of time, consistent with the seriousness of the complaint, but not to exceed 10 days, in which to request a hearing before the City Council. The performance of this service shall not be done in a manner which will constitute a nuisance within the City.

Contractor shall provide a local phone number to receive complaints. All complaints shall be resolved within 24 hours. The Contractor shall supply the City, on a monthly basis, with copies of all complaints in a form approved by the City and indicate the disposition of each complaint. Such records shall be available for the City's inspection at all times during regular business hours. The form shall indicate the day and hour on which the complaint was received and the day and hour on which it was resolved. When a complaint is received on the day preceding a holiday or on a Saturday or Sunday, it shall be serviced on the next working day.

24. NOTIFICATION. The Contractor and the City shall agree as to which will notify the customers about complaint procedures, rates, regulations, and other matters affecting solid waste collection.

25. INDEPENDENT CONTRACTOR. The Contractor is an independent contractor with respect to all services performed hereunder and accepts full and exclusive liability for the payment of all contributions or taxes for social security, unemployment insurance, or retirement benefits, pensions or annuities now or hereafter required under any State or Federal law with regards to persons employed by the Contractor on work performed under the terms of this Contract.

26. CONTRACTOR'S PERSONNEL.

a. The Contractor shall assign a qualified person or persons to be in charge of its operations and to perform Contractor's duties under this Contract and shall give the name or names to the City.

b. Each employee shall, at all times, carry a valid Operator's License for the type of vehicle he or she is driving.

c. The Contractor shall immediately dismiss any employee of the Contractor who violates any provisions hereof, or who is wanton, negligent, or discourteous in the performance of his or her duties.

d. The Contractor shall provide operating and safety training for all personnel. At least one employee of each collection crew shall be trained in first aid and each vehicle shall be equipped with a first aid kit and an approved fire extinguisher.

27. COMPLIANCE WITH LAWS. The Contractor shall conduct all of its operations under this Agreement in compliance with all applicable laws and City Ordinances.

28. INDEMNITY AND INSURANCE. The Contractor shall indemnify and hold harmless, the City and its officers, agents, servants, and employees from claims, damages, costs, expenses, and attorney's fees incident to any work done in the performance of this Agreement or by or in consequence of any negligence or act or omission of the Contractor or its employees, agents or subcontractors in fulfilling this contract except to the extent the claims, damages, costs or expenses result from the negligence of the City. The Contractor shall also obtain and maintain in effect during the term of this Agreement vehicle liability insurance, together with a comprehensive general liability policy covering its operations pertaining to the City, both with liability limits not less than \$1,000,000 property damage and \$1,000,000 bodily injury, naming the City as an additional insured. Certificates of insurance shall be filed with the City before work is commenced by the Contractor. In the case of litigation, the City reserves the right to retain Counsel of its choice, or in the alternative, approve Counsel obtained by the Contractor.

29. WORKMEN'S COMPENSATION. The Contractor shall carry, with an insurance company authorized to transact business in the State of Utah, a policy that fulfills all the requirements of the Workmen's Compensation Act of Utah, including all legal requirements for occupational diseases.

30. ASSIGNMENT. The Contractor shall not have the right to assign this Agreement or otherwise transfer it in any manner whatsoever, or sell, lease, license, or permit others to use or transfer it in any manner whatsoever or any interest in all or any part of its facilities that are installed or operated hereunder, except with the prior written approval of the City, which approval shall not be unreasonably withheld if said transferee, purchaser, lessee, or successor is experienced and reliable in providing garbage collection service and is financially capable of doing such.

31. PERMITS AND LICENSES. The Contractor shall obtain, at its own expense, all permits and licenses required by law or Ordinance and maintain the same in full force and effect.

32. STANDARD OF PERFORMANCE. If the Contractor fails to collect materials herein specified for a period of three consecutive scheduled working days, or fails to operate the system in a satisfactory manner for a similar period, the City shall, in addition to any other remedies under this Agreement, have the following alternative remedies, provided such failure is not due to war, insurrection, riot, act of God, labor disputes, or any other cause beyond Contractor's reasonable control:

a. The City may elect to declare the Contractor in default and give Contractor written notice thereof. If, after receipt of such notice of default, the Contractor does not immediately (within 24 hours) commence to collect materials herein specified, or fails to operate the system in a satisfactory manner, this Agreement shall, at the election of the City, terminate and all liability of the City to the Contractor hereunder shall cease and the City shall be entitled to recover any damages incurred by the City due to Contractor's default. Termination of this Agreement as herein provided shall not release the Contractor of its liability to the City for breach of this Agreement.

b. In the event the City determines to declare Contractor in default, it may elect to hire another Contractor to provide Solid Waste Collection and Disposal Services until matters relating to the default are resolved. Should the City make such an election, it shall notify the Contractor thereof in writing. Any and all operating expenses incurred by the City in so doing shall be paid by the Contractor. In the event of such election, third party liability of the Contractor shall terminate insofar as the same arises from tortious conduct in operation of the collection services.

c. Notwithstanding anything herein to the contrary, the City shall have the right to terminate this agreement at any time in the event Contractor fails to maintain and/or operate the Contractor's trucks and equipment in such a manner that it will not scrape, peel, gouge or otherwise damage the approved garbage and/or recycling containers owned by the City.

33. NUMBER OF COPIES. This Agreement may be executed in any number of counterparts, all of which shall have full force and effect of an original for all purposes.

34. LAW TO GOVERN. This Agreement shall be governed by the laws of the State of Utah both as to interpretation and performance.

35. MODIFICATION. This Agreement constitutes the entire agreement and understanding between the parties hereto, and it shall not be considered modified, altered, changed, or amended in any respect unless in writing and signed by the parties hereto. The parties have the right to extend or renew the term of this Agreement by mutual written agreement at any time prior to the termination hereof, subject to the City's compliance with all applicable laws, ordinances, rules and regulations.

36. RIGHT TO REQUIRE PERFORMANCE. The failure of the City at any time to require performance by the Contractor of any provisions hereof shall in no way affect the right of the City thereafter to enforce the same. Nor shall waiver by the City or any breach of any provisions hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

37. POINT OF CONTACT. All dealings, contacts, etc., between the Contractor and the City shall initially be directed by the Contractor to the City Manager.

38. ILLEGAL PROVISIONS. If any provision of this Agreement shall be declared illegal, void, or unenforceable, the other provisions shall not be affected but shall remain in full force and effect.

39. NOTICE. A letter addressed and sent by certified U.S. mail to either party at its business address shown hereinabove or delivered personally shall be sufficient notice whenever required for any purpose in this Agreement.

40. INTEGRATION. This contract contains the entire and integrated agreement of the parties as of its date and no prior or contemporaneous promises, representations, warranties, inducements or understandings between the parties with respect to the subject matter hereof which are not contained herein shall be of any force or effect.

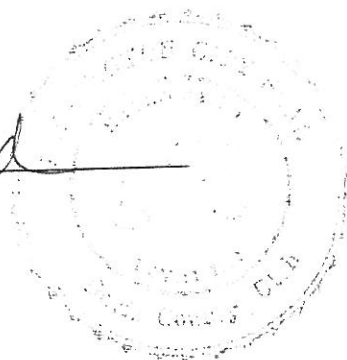
41. ATTORNEYS FEES. In case of failure to perform the terms and covenants herein set forth, the defaulting party shall pay all costs, expenses, and reasonable attorney's fees resulting from the enforcement of this Agreement, or any right arising out of such breach, including all costs, expenses, and reasonable attorney's fees incurred in any bankruptcy proceeding. Any such costs, expenses, and reasonable attorney's fees incurred under this paragraph by the City may be deducted by it from any compensation due to the Contractor.

42. EFFECTIVE DATE. This Agreement shall become effective as of July 1, 2013, and the Contractor shall begin automated collection of the solid wastes covered hereby on the 1st day of July, 2013.

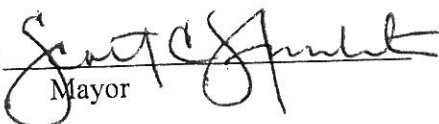
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first hereinabove written.

ATTEST:

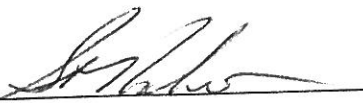
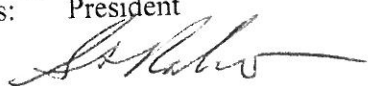

City Recorder



FARMINGTON CITY,
a Utah municipal corporation

By: 
Mayor

ROBINSON WASTE SERVICES, INC.,
a Utah corporation

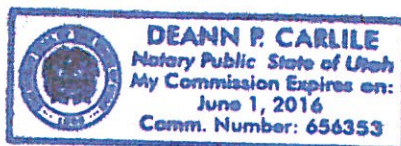
By: 
Its: President


STATE OF UTAH)
 :SS.
COUNTY OF DAVIS)


On the 2 day of July, 2013, personally appeared before me Scott C. Harbertson and Holly Gadd, who being by me duly sworn, did say that Scott C. Harbertson is the Mayor of Farmington City, a municipal corporation and that Holly Gadd is the City Recorder of Farmington City, a municipal corporation, and that the foregoing instrument was signed in behalf of said municipal corporation by authority of its City Council and acknowledged to me that said municipal corporation executed the same.


NOTARY PUBLIC

STATE OF UTAH)
 :SS.
COUNTY OF DAVIS)



On the ___ day of July, 2013, personally appeared before me Steve Robinson, who being by me duly sworn, did say that he is the President of Robinson Waste Services, Inc., a Utah corporation, and that the foregoing instrument was signed on behalf of said corporation by authority from its Board of Directors and acknowledged to me that said corporation executed the same.


NOTARY PUBLIC

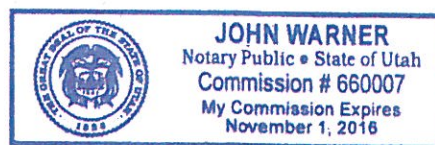


Exhibit A
Property Description

2013 Peterbilt Auto Sideload
2009 Autocar Auto Sideload
2010 Autocar Frontloader

Exhibit B

Various City Sites

City Facilities Requiring Garbage Collection:

Dumpsters:

- 4 yard - South Farmington Park, 1470 South Frontage Road
- 4 yard - Forbush Park, 156 South Main
- 6 yard - Farmington Pond, 50 West 600 North (April through October)
- 4 yard - Farmington City Hall, 160 South Main
- 6 yard - Public Works/Recreation Building, 720 West 100 North
- 4 yard - Shepard Lane Park, 700 West 1100 North
- 6 yard - Heritage Park, 1075 West 1600 North
- 4 yard - Bus Parking, 400 West Glover Lane
- 4 yard - Community Center, 120 South Main
- 4 yard - Fire Station, 82 North 100 East
- 6 yard - Police Station, 286 South 200 East
- 3 yard - Ranches Park, 136 North Ironside Way
- 4 yard - Glover Park, 650 West Glover Lane
- 90 gal - Farmington Church, 549 S 1525 West (Recycling)

Exhibit C

Additional Services

Document Destruction (shred day) for residents	N/C
Electronic Recycle Day (roll-off haul) for residents	N/C
City Sponsored Events (service)	N/C
Recycle Education Assistance	N/C
City Requested Charity Projects (dumpster/roll-off)	N/C
Disaster Clean-up Assistance – Immediate Response	

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF FARMINGTON CITY,
UTAH, RECOGNIZING OCTOBER 1ST AS A MEMORIAL DAY FOR
THE VICTIMS OF LAS VEGAS SHOOTING**

WHEREAS, the City is in favor of embracing the individuals who have had an impact on the community; and,

WHEREAS, on October 1, 2017, the deadliest mass shooting the history of the United States occurred in Las Vegas, Nevada; and,

WHEREAS, the City acknowledges the heroism of the victims who cared for those who were injured and the first responders, and,

WHEREAS, the City admires the medical staff, firefighter, and law enforcement, who sacrificed and exposed themselves to danger and brought this tragedy to an end, and,

WHEREAS, the state of Utah is in favor of remembering its citizens who were lost in the Las Vegas shooting; and

WHEREAS, on October 1, 2017, Heather Alvarado, a citizen of the state of Utah, and a wife of firefighter, was killed in the Las Vegas shooting;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF FARMINGTON CITY, OF THE STATE OF UTAH, THAT OCTOBER 1ST IS A MEMORIAL DAY FOR HEATHER ALVARADO AND THE VICTIMS OF LAS VEGAS SHOOTING.

ATTEST:

Holly Gadd, City Recorder

By: _____
H. James Talbot, Mayor



Holly Gadd <hgadd@farmington.utah.gov>

Resolution

2 messages

Holly Gadd <hgadd@farmington.utah.gov>

Thu, Oct 5, 2017 at 1:52 PM

To: [REDACTED]

As per our conversation, I have attached a draft resolution you can use for formatting. It doesn't need to be that long.

Let me know if you need anything else.

--

Holly Gadd, MMC
Farmington City Recorder/HR
160 South Main
Farmington, Utah 84025
[801-939-9205](tel:801-939-9205)
[801-451-2747](tel:801-451-2747) Fax
hgadd@farmington.utah.gov

 **Electronic Cigarettes.doc**
28K

AbdulAziz Alnasri <[REDACTED]>
To: Holly Gadd <hgadd@farmington.utah.gov>

Sat, Oct 7, 2017 at 8:33 PM

Hello, attached is the resolution.

To recap, here some info:

My name is Aziz Alnasri, I'm a political science student at Weber State University.

I'm taking a lobbying class where is one of my assignments is to make a city pass a resolution that I drafted.

I have to draft a resolution, have it sponsored, and make it pass the city council agenda.

Attached is the resolution,

and for any questions, please contact me at [REDACTED] or 801-416-1522

Thank you.

[Quoted text hidden]

 **A Resolution.docx**
6K



FARMINGTON CITY

H. JAMES TALBOT
MAYOR

BRETT ANDERSON
DOUG ANDERSON
JOHN BILTON
BRIGHAM N. MELLOR
CORY R. RITZ
CITY COUNCIL

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council

From: Dave Millheim, City Manager

Date: October 9, 2017

SUBJECT: **APPROVAL OF REAL ESTATE PURCHASE FOR .5 ACRE UNDEVELOPED LOT (MEMMOTT PARCEL # 08449002) LOCATED AT 314 SOUTH 650 WEST FOR FUTURE PARK PROPERTY**

RECOMMENDATION

By minute motion, approve the attached Real Estate Contract between Farmington City (Buyer) and Dianne and Kyle Memmott (Sellers) which purchases parcel # 08449002 as shown on the Davis County land records for \$160,000 from the General Fund to be used for additional park ground attached to the 650 West Park.

BACKGROUND

The City has been negotiating with the Memmott's on and off for the last few years for the acquisition of their half acre undeveloped lot immediately south of our new Gym. The City wishes the property to be used as an additional buffer for the park being built around the gym. A preliminary value range conducted by a licensed appraiser on August 23, 2017 set the value of comparable parcels in the area at \$210,000 but stated that this parcel would take a negative aggregate adjustment of between 15-20% for its proximity to our new gym. This results in an estimated value range of between \$168,000 to \$178,500. The Memmott's paid \$ 182,500 for this parcel in 2008.

Since they are agreeing to sell the parcel to the City both below the current appraised value and what they paid for it, the City will provide the Memmott's a charitable contribution letter for that difference for them to use in their tax planning. The City is not providing tax advice to the Memmott's on the contribution or capital loss portion of this transaction. The City is willing to assist them in providing whatever reasonable future documentation is required by their CPA to acknowledge the contribution or capital loss portion of this transaction which may have some tax advantages for the Memmott's.

The City currently has no detailed plans for the parcel other than as a buffer to our park and gym facility. It might become additional park parking, a picnic area or sports courts. The City will hold that use decision in reserve until the remainder of the park area is built out and the best use of the parcel can be better defined.

Respectfully Submitted

A handwritten signature in black ink, appearing to read "Dave Millheim", with a long, sweeping horizontal stroke extending to the right.

Dave Millheim
City Manager

REAL ESTATE PURCHASE CONTRACT

This is a legally binding Real Estate Purchase Contract ("REPC"). Utah law requires real estate licensees to use this form. Buyer and Seller, however, may agree to alter or delete its provisions or to use a different form. If you desire legal or tax advice, consult your attorney or tax advisor.

OFFER TO PURCHASE AND EARNEST MONEY DEPOSIT

On this 28TH day of SEPT, 20 17 ("Offer Reference Date") FARMINGTON CITY ("Buyer") offers to purchase from DIANNE + KYLE MEMMOTT ("Seller") the Property described below and [] delivers to the Buyer's Brokerage with this offer, or [X] agrees to deliver no later than four (4) calendar days after Acceptance (as defined in Section 23), Earnest Money in the amount of \$ 40,000 in the form of CHECK. After Acceptance of the REPC by Buyer and Seller, and receipt of the Earnest Money by the Brokerage, the Brokerage shall have four (4) calendar days in which to deposit the Earnest Money into the Brokerage Real Estate Trust Account.

Buyer's Brokerage ZACHMAN TITLE - BOUNTIFUL Phone: 801-295-7676

Received by: _____ on _____ (Date)
(Signature above acknowledges receipt of Earnest Money)

OTHER PROVISIONS

1. PROPERTY: .5 ACRES OF RAWLAND LOCATED AT 314 S. 650 W, FARMINGTON, UTAH
also described as: PARCEL # 08449002 IN THE

City of FARMINGTON, County of DAVIS, State of Utah, Zip 84025 (the "Property"). Any reference below to the term "Property" shall include the Property described above, together with the Included Items and water rights/water shares, if any, referenced in Sections 1.1, 1.2 and 1.4.

1.1 Included Items. Unless excluded herein, this sale includes the following items if presently owned and in place on the Property: plumbing, heating, air conditioning fixtures and equipment; ovens, ranges and hoods; cook tops; dishwashers; ceiling fans; water heaters; light fixtures and bulbs; bathroom fixtures and bathroom mirrors; curtains, draperies, rods, window blinds and shutters; window and door screens; storm doors and windows; awnings; satellite dishes; affixed carpets; automatic garage door openers and accompanying transmitters; security system; fencing and any landscaping.

1.2 Other Included Items. The following items that are presently owned and in place on the Property have been left for the convenience of the parties and are also included in this sale (check applicable box): [] washers [] dryers [] refrigerators [] water softeners [] microwave ovens [] other (specify) N/A

The above checked items shall be conveyed to Buyer under separate bill of sale with warranties as to title.

1.3 Excluded Items. The following items are excluded from this sale: _____

1.4 Water Service. The Purchase Price for the Property shall include all water rights/water shares, if any, that are the legal source for Seller's current culinary water service and irrigation water service, if any, to the Property. The water rights/water shares will be conveyed or otherwise transferred to Buyer at Closing by applicable deed or legal instruments. The following water rights/water shares, if applicable, are specifically excluded from this sale: _____

2. PURCHASE PRICE. The Purchase Price for the Property is \$ 160,000. Except as provided in this Section, the Purchase Price shall be paid as provided in Sections 2(a) through 2(d) below. Any amounts shown in 2(b) and 2(d) may be adjusted as deemed necessary by Buyer and the Lender.

\$ 40,000 (a) Earnest Money Deposit. Under certain conditions described in the REPC, this deposit may become totally non refundable.
\$ _____ (b) New Loan. Buyer may apply for mortgage loan financing (the "Loan") on terms acceptable to Buyer: If an FHA/VA loan applies, see attached FHA/VA Loan Addendum.
\$ _____ (c) Seller Financing (see attached Seller Financing Addendum)
\$ 120,000 (d) Balance of Purchase Price in ~~Cash~~ ^{PAYMENTS} at Settlement AS FOLLOWS:
\$ 160,000 PURCHASE PRICE. Total of lines (a) through (d)

DFM
40,000 DUE ON 7-15-18
40,000 DUE ON 7-15-19
40,000 DUE ON 7-15-20.

3. SETTLEMENT AND CLOSING.

3.1 Settlement. Settlement shall take place no later than the Settlement Deadline referenced in Section 24(d), or as otherwise mutually agreed by Buyer and Seller in writing. "Settlement" shall occur only when all of the following have been completed: (a) Buyer and Seller have signed and delivered to each other or to the escrow/closing office all documents required by the REPC, by the Lender, by the title insurance and escrow/closing offices, by written escrow instructions (including any split closing instructions, if applicable), or by applicable law; (b) any monies required to be paid by Buyer or Seller under these documents (except for the proceeds of any new loan) have been delivered by Buyer or Seller to the other party, or to the escrow/closing office, in the form of cash, wire transfer, cashier's check, or other form acceptable to the escrow/closing office.

3.2 Prorations. All prorations, including, but not limited to, homeowner's association dues, property taxes for the current year, rents, and interest on assumed obligations, if any, shall be made as of the Settlement Deadline referenced in Section 24(d), unless otherwise agreed to in writing by the parties. Such writing could include the settlement statement. The provisions of this Section 3.2 shall survive Closing.

3.3 Special Assessments. Any assessments for capital improvements as approved by the HOA (pursuant to HOA governing documents) or as assessed by a municipality or special improvement district, prior to the Settlement Deadline shall be paid for by: ☐ Seller ☒ Buyer ☐ Split Equally Between Buyer and Seller ☒ Other (explain) FUTURE EXTENSION AGREEMENT CHARGES. The provisions of this Section 3.3 shall survive Closing. TO BE BORNE BY BUYER

3.4 Fees/Costs/Payment Obligations. Unless otherwise agreed to in writing, Seller and Buyer shall each pay one-half (1/2) of the fee charged by the escrow/closing office for its services in the settlement/closing process. Tenant deposits (including, but not limited to, security deposits, cleaning deposits and prepaid rents) shall be paid or credited by Seller to Buyer at Settlement. Buyer agrees to be responsible for homeowners' association and private and public utility service transfer fees, if any, and all utilities and other services provided to the Property after the Settlement Deadline. The escrow/closing office is authorized and directed to withhold from Seller's proceeds at Closing, sufficient funds to pay off on Seller's behalf all mortgages, trust deeds, judgments, mechanic's liens, tax liens and warrants. The provisions of this Section 3.4 shall survive Closing.

3.5 Closing. For purposes of the REPC, "Closing" means that: (a) Settlement has been completed; (b) the proceeds of any new loan have been delivered by the Lender to Seller or to the escrow/closing office; and (c) the applicable Closing documents have been recorded in the office of the county recorder. The actions described in 3.5 (b) and (c) shall be completed within four calendar days after Settlement.

4. POSSESSION. Seller shall deliver physical possession of the Property to Buyer as follows: ☒ Upon Closing; ☐ ___ Hours after Closing; ☐ ___ Calendar Days after Closing. Any contracted rental of the Property prior to or after Closing, between Buyer and Seller, shall be by separate written agreement. Seller and Buyer shall each be responsible for any insurance coverage each party deems necessary for the Property including any personal property and belongings. Seller agrees to deliver the Property to Buyer in broom-clean condition and free of debris and personal belongings. Any Seller or tenant moving-related damage to the Property shall be repaired at Seller's expense. The provisions of this Section 4 shall survive Closing.

5. CONFIRMATION OF AGENCY DISCLOSURE. Buyer and Seller acknowledge prior written receipt of agency disclosure provided by their respective agent that has disclosed the agency relationships confirmed below. At the signing of the REPC:

Seller's Agent _____, represents ☐ Seller ☐ both Buyer and Seller as a Limited Agent;

Seller's Brokerage _____, represents ☐ Seller ☐ both Buyer and Seller as a Limited Agent;

Buyer's Agent NONE, represents ☒ Buyer ☐ both Buyer and Seller as a Limited Agent;

Buyer's Brokerage NONE, represents ☒ Buyer ☐ both Buyer and Seller as a Limited Agent.

6. TITLE & TITLE INSURANCE.

6.1 Title to Property. Seller represents that Seller has fee title to the Property and will convey marketable title to the Property to Buyer at Closing by general warranty deed. Buyer does agree to accept title to the Property subject to the contents of the Commitment for Title Insurance (the "Commitment") provided by Seller under Section 7, and as reviewed and approved by Buyer under Section 8. Buyer also agrees to accept title to the Property subject to any existing leases, rental and property management agreements affecting the Property not expiring prior to Closing which were provided to Buyer pursuant to Section 7(e). The provisions of this Section 6.1 shall survive Closing.

6.2 Title Insurance. At Settlement, Seller agrees to pay for and cause to be issued in favor of Buyer, through the title insurance agency that issued the Commitment (the "Issuing Agent"), the most current version of the ALTA Homeowner's Policy of Title Insurance (the "Homeowner's Policy"). If the Homeowner's Policy is not available through the Issuing Agent, Buyer and Seller further agree as follows: (a) Seller agrees to pay for the Homeowner's Policy if available

through any other title insurance agency selected by Buyer; (b) if the *Homeowner's Policy* is not available either through the Issuing Agent or any other title insurance agency, then Seller agrees to pay for, and Buyer agrees to accept, the most current available version of an *ALTA Owner's Policy of Title Insurance* ("Standard Coverage Owner's Policy") available through the Issuing Agent.

7. SELLER DISCLOSURES. No later than the Seller Disclosure Deadline referenced in Section 24(a), Seller shall provide to Buyer the following documents in hard copy or electronic format which are collectively referred to as the "Seller Disclosures":

- (a) a written Seller property condition disclosure for the Property, completed, signed and dated by Seller as provided in Section 10.3;
- (b) a Commitment for Title Insurance as referenced in Section 6;
- (c) a copy of any restrictive covenants (CC&R's), rules and regulations affecting the Property;
- (d) a copy of the most recent minutes, budget and financial statement for the homeowners' association, if any;
- (e) a copy of any lease, rental, and property management agreements affecting the Property not expiring prior to Closing;
- (f) evidence of any water rights and/or water shares referenced in Section 1.4;
- (g) written notice of any claims and/or conditions known to Seller relating to environmental problems and building or zoning code violations; and
- (h) Other (specify) _____

8. BUYER'S CONDITIONS OF PURCHASE.

8.1 DUE DILIGENCE CONDITION. Buyer's obligation to purchase the Property: ☒ IS ☐ IS NOT conditioned upon Buyer's Due Diligence as defined in this Section 8.1(a) below. This condition is referred to as the "Due Diligence Condition." If checked in the affirmative, Sections 8.1(a) through 8.1(c) apply; otherwise they do not.

(a) Due Diligence Items. Buyer's Due Diligence shall consist of Buyer's review and approval of the contents of the Seller Disclosures referenced in Section 7, and any other tests, evaluations and verifications of the Property deemed necessary or appropriate by Buyer, such as: the physical condition of the Property; the existence of any hazardous substances, environmental issues or geologic conditions; the square footage or acreage of the land and/or improvements; the condition of the roof, walls, and foundation; the condition of the plumbing, electrical, mechanical, heating and air conditioning systems and fixtures; the condition of all appliances; the costs and availability of homeowners' insurance and flood insurance, if applicable; water source, availability and quality; the location of property lines; regulatory use restrictions or violations; fees for services such as HOA dues, municipal services, and utility costs; convicted sex offenders residing in proximity to the Property; and any other matters deemed material to Buyer in making a decision to purchase the Property. Unless otherwise provided in the REPC, all of Buyer's Due Diligence shall be paid for by Buyer and shall be conducted by individuals or entities of Buyer's choice. Seller agrees to cooperate with Buyer's Due Diligence. Buyer agrees to pay for any damage to the Property resulting from any such inspections or tests during the Due Diligence.

(b) Buyer's Right to Cancel or Resolve Objections. If Buyer determines, in Buyer's sole discretion, that the results of the Due Diligence are unacceptable, Buyer may either: (i) no later than the Due Diligence Deadline referenced in Section 24(b), cancel the REPC by providing written notice to Seller, whereupon the Earnest Money Deposit shall be released to Buyer without the requirement of further written authorization from Seller; or (ii) no later than the Due Diligence Deadline referenced in Section 24(b), resolve in writing with Seller any objections Buyer has arising from Buyer's Due Diligence.

(c) Failure to Cancel or Resolve Objections. If Buyer fails to cancel the REPC or fails to resolve in writing any objections Buyer has arising from Buyer's Due Diligence, as provided in Section 8.1(b), Buyer shall be deemed to have waived the Due Diligence Condition.

8.2 APPRAISAL CONDITION. Buyer's obligation to purchase the Property: ☐ IS ☒ IS NOT conditioned upon the Property appraising for not less than the Purchase Price. This condition is referred to as the "Appraisal Condition." If checked in the affirmative, Sections 8.2(a) and 8.2(b) apply; otherwise they do not.

(a) Buyer's Right to Cancel. If after completion of an appraisal by a licensed appraiser, Buyer receives written notice from the Lender or the appraiser that the Property has appraised for less than the Purchase Price (a "Notice of Appraised Value"), Buyer may cancel the REPC by providing written notice to Seller (with a copy of the Notice of Appraised Value) no later than the Financing & Appraisal Deadline referenced in Section 24(c); whereupon the Earnest Money Deposit shall be released to Buyer without the requirement of further written authorization from Seller.

(b) Failure to Cancel. If the REPC is not cancelled as provided in this section 8.2, Buyer shall be deemed to have waived the Appraisal Condition.

8.3 FINANCING CONDITION. Buyer's obligation to purchase the property: ☐ IS ☒ IS NOT conditioned upon Buyer obtaining the Loan referenced in Section 2(b). This condition is referred to as the "Financing Condition." If checked in the affirmative, Sections 8.3(a) and 8.3(b) apply; otherwise they do not. If the Financing Condition applies, Buyer agrees to work diligently and in good faith to obtain the Loan.

JFM

9-24-17

KRM/DM

10-6-17

(a) **Buyer's Right to Cancel Before the Financing & Appraisal Deadline.** If Buyer, in Buyer's sole discretion, is not satisfied with the terms and conditions of the Loan, Buyer may cancel the REPC by providing written notice to Seller no later than the Financing & Appraisal Deadline referenced in Section 24(c); whereupon the Earnest Money Deposit shall be released to Buyer without the requirement of further written authorization from Seller.

(b) **Buyer's Right to Cancel After the Financing & Appraisal Deadline.** If after expiration of the Financing & Appraisal Deadline referenced in Section 24(c), Buyer fails to obtain the Loan, meaning that the proceeds of the Loan have not been delivered by the Lender to Seller or to the escrow/closing office as required under Section 3.5 of the REPC, then Buyer or Seller may cancel the REPC by providing written notice to the other party; whereupon the Earnest Money Deposit, or Deposits, if applicable (see Section 8.4 below), shall be released to Seller without the requirement of further written authorization from Buyer. In the event of such cancellation, Seller agrees to accept as Seller's exclusive remedy, the Earnest Money Deposit, or Deposits, if applicable, as liquidated damages. Buyer and Seller agree that liquidated damages would be difficult and impractical to calculate, and the Earnest Money Deposit, or Deposits, if applicable, is a fair and reasonable estimate of Seller's damages in the event Buyer fails to obtain the Loan.

8.4 ADDITIONAL EARNEST MONEY DEPOSIT. If the REPC has not been previously canceled by Buyer as provided in Sections 8.1, 8.2 or 8.3(a), then no later than the Due Diligence Deadline referenced in Section 24(b), or the Financing & Appraisal Deadline referenced in Section 24(c), whichever is later, Buyer: ☐ WILL ☒ WILL NOT deliver to the Buyer's Brokerage, an Additional Earnest Money Deposit in the amount of \$ 10. The Earnest Money Deposit and the Additional Earnest Money Deposit, if applicable, are sometimes referred to herein as the "Deposits". The Earnest Money Deposit, or Deposits, if applicable, shall be credited toward the Purchase Price at Closing.

9. ADDENDA. There ☐ ARE ☐ ARE NOT addenda to the REPC containing additional terms. If there are, the terms of the following addenda are incorporated into the REPC by this reference: ☒ Addendum No. #1
☐ Seller Financing Addendum ☐ FHA/VA Loan Addendum ☐ Lead-Based Paint Disclosure & Acknowledgement (in some transactions this disclosure is required by law) ☐ Other (specify) _____

10. HOME WARRANTY PLAN / AS-IS CONDITION OF PROPERTY.

10.1 Home Warranty Plan. A one-year Home Warranty Plan ☐ WILL ☒ WILL NOT be included in this transaction. If included, the Home Warranty Plan shall be ordered by ☐ Buyer ☐ Seller and shall be issued by a company selected by ☐ Buyer ☐ Seller. The cost of the Home Warranty Plan shall not exceed \$ _____ and shall be paid for at Settlement by ☐ Buyer ☐ Seller.

10.2 Condition of Property/Buyer Acknowledgements. Buyer acknowledges and agrees that in reference to the physical condition of the Property: (a) Buyer is purchasing the Property in its "As-Is" condition without expressed or implied warranties of any kind; (b) Buyer shall have, during Buyer's Due Diligence as referenced in Section 8.1, an opportunity to completely inspect and evaluate the condition of the Property; and (c) if based on the Buyer's Due Diligence, Buyer elects to proceed with the purchase of the Property, Buyer is relying wholly on Buyer's own judgment and that of any contractors or inspectors engaged by Buyer to review, evaluate and inspect the Property.

10.3 Condition of Property/Seller Acknowledgements. Seller acknowledges and agrees that in reference to the physical condition of the Property, Seller agrees to: (a) disclose in writing to Buyer defects in the Property known to Seller that materially affect the value of the Property that cannot be discovered by a reasonable inspection by an ordinary prudent Buyer; (b) carefully review, complete, and provide to Buyer a written Seller property condition disclosure as stated in section 7(a); and (c) deliver the Property to Buyer in substantially the same general condition as it was on the date of Acceptance, as defined in Section 23, ordinary wear and tear excepted. The provisions of Sections 10.2 and 10.3 shall survive Closing.

11. FINAL PRE-SETTLEMENT WALK-THROUGH INSPECTION.

11.1 Walk-Through Inspection. No earlier than seven (7) calendar days prior to Settlement, and upon reasonable notice and at a reasonable time, Buyer may conduct a final pre-Settlement walk-through inspection of the Property to determine only that the Property is "as represented," meaning that the items referenced in Sections 1.1, 1.2 and 8.1(b)(ii) ("the items") are respectively present, repaired or corrected as agreed. The failure to conduct a walk-through inspection or to claim that an item is not as represented shall not constitute a waiver by Buyer of the right to receive, on the date of possession, the items as represented. If the items are not as represented, Seller agrees to cause all applicable items to be corrected, repaired or replaced (the "Work") prior to the Settlement Deadline referenced in Section 24(d).

11.2 Escrow to Complete the Work. If, as of Settlement, the Work has not been completed, then Buyer and Seller agree to withhold in escrow at Settlement a reasonable amount agreed to by Seller, Buyer (and Lender, if applicable), sufficient to pay for completion of the Work. If the Work is not completed within thirty (30) calendar days after the Settlement Deadline, the amount so escrowed may, subject to Lender's approval, be released to Buyer as liquidated damages for failure to complete the Work. The provisions of this Section 11.2 shall survive Closing.

12. CHANGES DURING TRANSACTION. Seller agrees that from the date of Acceptance until the date of Closing, none of the following shall occur without the prior written consent of Buyer: (a) no changes in any leases, rental or property

management agreements shall be made; (b) no new lease, rental or property management agreements shall be entered into; (c) no substantial alterations or improvements to the Property shall be made or undertaken; (d) no further financial encumbrances to the Property shall be made, and (e) no changes in the legal title to the Property shall be made.

13. AUTHORITY OF SIGNERS. If Buyer or Seller is a corporation, partnership, trust, estate, limited liability company or other entity, the person signing the REPC on its behalf warrants his or her authority to do so and to bind Buyer and Seller.

14. COMPLETE CONTRACT. The REPC together with its addenda, any attached exhibits, and Seller Disclosures (collectively referred to as the "REPC"), constitutes the entire contract between the parties and supersedes and replaces any and all prior negotiations, representations, warranties, understandings or contracts between the parties whether verbal or otherwise. The REPC cannot be changed except by written agreement of the parties.

15. MEDIATION. Any dispute relating to the REPC arising prior to or after Closing: ☐ **SHALL** ☒ **MAY AT THE OPTION OF THE PARTIES** first be submitted to mediation. Mediation is a process in which the parties meet with an impartial person who helps to resolve the dispute informally and confidentially. Mediators cannot impose binding decisions. The parties to the dispute must agree before any settlement is binding. The parties will jointly appoint an acceptable mediator and share equally in the cost of such mediation. If mediation fails, the other procedures and remedies available under the REPC shall apply. Nothing in this Section 15 prohibits any party from seeking emergency legal or equitable relief, pending mediation. The provisions of this Section 15 shall survive Closing.

16. DEFAULT.

16.1 Buyer Default. If Buyer defaults, Seller may elect one of the following remedies: (a) cancel the REPC and retain the Earnest Money Deposit, or Deposits, if applicable, as liquidated damages; (b) maintain the Earnest Money Deposit, or Deposits, if applicable, in trust and sue Buyer to specifically enforce the REPC; or (c) return the Earnest Money Deposit, or Deposits, if applicable, to Buyer and pursue any other remedies available at law.

16.2 Seller Default. If Seller defaults, Buyer may elect one of the following remedies: (a) cancel the REPC, and in addition to the return of the Earnest Money Deposit, or Deposits, if applicable, Buyer may elect to accept from Seller, as liquidated damages, a sum equal to the Earnest Money Deposit, or Deposits, if applicable; or (b) maintain the Earnest Money Deposit, or Deposits, if applicable, in trust and sue Seller to specifically enforce the REPC; or (c) accept a return of the Earnest Money Deposit, or Deposits, if applicable, and pursue any other remedies available at law. If Buyer elects to accept liquidated damages, Seller agrees to pay the liquidated damages to Buyer upon demand.

17. ATTORNEY FEES AND COSTS/GOVERNING LAW. In the event of litigation or binding arbitration to enforce the REPC, the prevailing party shall be entitled to costs and reasonable attorney fees. However, attorney fees shall not be awarded for participation in mediation under Section 15. This contract shall be governed by and construed in accordance with the laws of the State of Utah. The provisions of this Section 17 shall survive Closing.

18. NOTICES. Except as provided in Section 23, all notices required under the REPC must be: (a) in writing; (b) signed by the Buyer or Seller giving notice; and (c) received by the Buyer or the Seller, or their respective agent, or by the brokerage firm representing the Buyer or Seller, no later than the applicable date referenced in the REPC.

19. NO ASSIGNMENT. The REPC and the rights and obligations of Buyer hereunder, are personal to Buyer. The REPC may not be assigned by Buyer without the prior written consent of Seller. Provided, however, the transfer of Buyer's interest in the REPC to any business entity in which Buyer holds a legal interest, including, but not limited to, a family partnership, family trust, limited liability company, partnership, or corporation (collectively referred to as a "Permissible Transfer"), shall not be treated as an assignment by Buyer that requires Seller's prior written consent. Furthermore, the inclusion of "and/or assigns" or similar language on the line identifying Buyer on the first page of the REPC shall constitute Seller's written consent only to a Permissible Transfer.

20. INSURANCE & RISK OF LOSS.

20.1 Insurance Coverage. As of Closing, Buyer shall be responsible to obtain casualty and liability insurance coverage on the Property in amounts acceptable to Buyer and Buyer's Lender, if applicable.

20.2 Risk of Loss. If prior to Closing, any part of the Property is damaged or destroyed by fire, vandalism, flood, earthquake, or act of God, the risk of such loss or damage shall be borne by Seller; provided however, that if the cost of repairing such loss or damage would exceed ten percent (10%) of the Purchase Price referenced in Section 2, either Seller or Buyer may elect to cancel the REPC by providing written notice to the other party, in which instance the Earnest Money Deposit, or Deposits, if applicable, shall be returned to Buyer.

21. TIME IS OF THE ESSENCE. Time is of the essence regarding the dates set forth in the REPC. Extensions must be agreed to in writing by all parties. Unless otherwise explicitly stated in the REPC: (a) performance under each Section of the REPC which references a date shall absolutely be required by 5:00 PM Mountain Time on the stated date; and (b) the term "days" and "calendar days" shall mean calendar days and shall be counted beginning on the day following the event which triggers the timing requirement (e.g. Acceptance). Performance dates and times referenced herein shall not be

binding upon title companies, lenders, appraisers and others not parties to the REPC, except as otherwise agreed to in writing by such non-party.

22. ELECTRONIC TRANSMISSION AND COUNTERPARTS. Electronic transmission (including email and fax) of a signed copy of the REPC, any addenda and counteroffers, and the retransmission of any signed electronic transmission shall be the same as delivery of an original. The REPC and any addenda and counteroffers may be executed in counterparts.

23. ACCEPTANCE. "Acceptance" occurs only when all of the following have occurred: (a) Seller or Buyer has signed the offer or counteroffer where noted to indicate acceptance; and (b) Seller or Buyer or their agent has communicated to the other party or to the other party's agent that the offer or counteroffer has been signed as required.

24. CONTRACT DEADLINES. Buyer and Seller agree that the following deadlines shall apply to the REPC:

(a) Seller Disclosure Deadline	<u>10-10-17</u>	(Date)
(b) Due Diligence Deadline	<u>10-11-17</u>	(Date)
(c) Financing & Appraisal Deadline	<u>N/A</u>	(Date)
(d) Settlement Deadline	<u>10-20-17</u>	(Date)

25. OFFER AND TIME FOR ACCEPTANCE. Buyer offers to purchase the Property on the above terms and conditions. If Seller does not accept this offer by: 5:00 [] AM [X] PM Mountain Time on OCTOBER 6, 2017 (Date), this offer shall lapse; and the Brokerage shall return any Earnest Money Deposit to Buyer.

<u>David Millheim</u>	<u>9-20-17</u>		
(Buyer's Signature)	(Offer Date)	(Buyer's Signature)	(Offer Date)
<u>DAVID MILLHEIM, CITY MANAGER FBO FARMINGTON CITY</u>			
(Buyer's Names) (PLEASE PRINT)	(Notice Address)	(Zip Code)	(Phone)

(Buyer's Names) (PLEASE PRINT)	(Notice Address)	(Zip Code)	(Phone)
--------------------------------	------------------	------------	---------

ACCEPTANCE/COUNTEROFFER/REJECTION

CHECK ONE:

[] **ACCEPTANCE OF OFFER TO PURCHASE:** Seller Accepts the foregoing offer on the terms and conditions specified above.

☒ **COUNTEROFFER:** Seller presents for Buyer's Acceptance the terms of Buyer's offer subject to the exceptions or modifications as specified in the attached ADDENDUM NO. 2.

[] **REJECTION:** Seller rejects the foregoing offer.

<u>Kyle Memmott</u>	<u>954 5250 E, Farmington 84025</u>		
(Seller's Names) (PLEASE PRINT)	(Notice Address)	(Zip Code)	(Phone)

<u>Diane Memmott</u>	<u>954 5250 E, Farmington 84025</u>		
(Seller's Names) (PLEASE PRINT)	(Notice Address)	(Zip Code)	(Phone)

ADDENDUM #1:

1. CITY TO PAY PROPERTY TAXES FOR 2017 TAX YEAR
2. SELLER MAY STORE PERSONAL TRAILERS ON PROPERTY FOR ONE YEAR FROM CLOSING OR WITHIN CITY PUBLIC WORKS YARD FOR ONE YEAR IF CITY ELECTS TO DEVELOP THE PROPERTY SOONER.

THIS FORM APPROVED BY THE UTAH REAL ESTATE COMMISSION AND THE OFFICE OF THE UTAH ATTORNEY GENERAL, EFFECTIVE AUGUST 27, 2008. AS OF JANUARY 1, 2009, IT WILL REPLACE AND SUPERSEDE THE PREVIOUSLY APPROVED VERSION OF THIS FORM.

Page 6 of 6 pages Buyer's Initials DM Date 7-8-17 Seller's Initials KRM / DM Date 10-6-17

3. FINAL APPROVAL SUBJECT TO CITY COUNCIL APPROVAL
DEFERRED FOR NEXT AVAILABLE COUNCIL MEETING ON 10-17-17

ADDENDUM NO. 2
TO
REAL ESTATE PURCHASE CONTRACT

THIS IS AN ☐ **ADDENDUM** ☒ **COUNTEROFFER** to that REAL ESTATE PURCHASE CONTRACT (the "REPC") with an Offer Reference Date of 9-28-17, including all prior addenda and counteroffers, between Farmington City as Buyer, and Kyle + Diane Memmott as Seller, regarding the Property located at 314 S 650 W, Farmington, UT. The following terms are hereby incorporated as part of the REPC:

Earnest money deposit \$60,000
\$50,000 due 7-15-18
\$50,000 due 7-15-19

Following items excluded from sale: fencing, posts, panels, shed, horse equipment such as feeding troughs, water troughs, pipes, gates

BUYER AND SELLER AGREE THAT THE CONTRACT DEADLINES REFERENCED IN SECTION 24 OF THE REPC (CHECK APPLICABLE BOX): ☒ **REMAIN UNCHANGED** ☐ **ARE CHANGED AS FOLLOWS:** KDM

To the extent the terms of this ADDENDUM modify or conflict with any provisions of the REPC, including all prior addenda and counteroffers, these terms shall control. All other terms of the REPC, including all prior addenda and counteroffers, not modified by this ADDENDUM shall remain the same. ☒ **Seller** ☒ **Buyer** shall have until 5 ☐ **AM** ☒ **PM** Mountain Time on 10-10-17 (Date), to accept the terms of this ADDENDUM in accordance with the provisions of Section 23 of the REPC. Unless so accepted, the offer as set forth in this ADDENDUM shall lapse.

Kyle Memmott 10-6-17 4:00 Diane Memmott 10-6-17 4:00
☐ Buyer ☒ Seller Signature (Date) (Time) ☐ Buyer ☒ Seller Signature (Date) (Time)

ACCEPTANCE/COUNTEROFFER/REJECTION

CHECK ONE:

☒ **ACCEPTANCE:** ☐ **Seller** ☒ **Buyer** hereby accepts the terms of this ADDENDUM.

☐ **COUNTEROFFER:** ☐ **Seller** ☐ **Buyer** presents as a counteroffer the terms of attached ADDENDUM NO. ____.

Tove Pulla 10-9-17 11:00AM FBO - FARMINGTON CITY
 (Signature) (Date) (Time) (Signature) (Date) (Time)

☐ **REJECTION:** ☐ **Seller** ☐ **Buyer** rejects the foregoing ADDENDUM.

(Signature) (Date) (Time) (Signature) (Date) (Time)

CITY COUNCIL AGENDA

For Council Meeting:
October 17, 2017

S U B J E C T: Thank You Program to Residents for Road Project

ACTION TO BE CONSIDERED:

Approve the purchase and distribution of five (5) car wash vouchers per property owner directly abutting the City road project along 650 West, 1100 West, 500 South and portions of Glovers Lane. Estimated additional cost to the project would be \$4,000.

GENERAL INFORMATION:

See staff report prepared by Dave Millheim, City Manager.

NOTE: Appointments must be scheduled 14 days prior to Council Meetings; discussion items should be submitted 7 days prior to Council meeting.



FARMINGTON CITY

H. JAMES TALBOT
MAYOR

BRETT ANDERSON
DOUG ANDERSON
JOHN BILTON
BRIGHAM N. MELLOR
CORY R. RITZ
CITY COUNCIL

DAVE MILLHEIM
CITY MANAGER

CITY COUNCIL STAFF REPORT

To: Honorable Mayor and City Council

From: Dave Millheim, City Manager

Date: October 9, 2017

SUBJECT: THANK YOU PROGRAM TO RESIDENTS FOR ROAD PROJECT

RECOMENDATION

Approve the purchase and distribution of five (5) car wash vouchers per property owner directing abutting the City road project along 650 West, 1100 West, 500 South and portions of Glovers Lane. Estimated additional cost to the project would be \$4,000.

BACKGROUND

As this Council is well aware of, we are in the final stages of the largest road project done in Farmington history. This project was long, dirty and a large inconvenience to the west side, particularly those 90 property owners immediately abutting the project. While the project is not totally completed, the dirty work is done. Asphalt is down on schedule and the world is getting a little more back to normal. As a thank you to those residents and property owners impacted, staff is recommending the purchase and distribution of five car wash vouchers per property owner directly abutting the project area. Some might say we should do more and some might say we have already done enough with the reduction of large portions of the extension agreements and additional general fund dollars put into this project. Our goal is not to pass judgement on that question but just to step up and say "thank you" to the residents impacted and for their patience with this project.

Respectfully Submitted

Dave Millheim
City Manager

650 West Road Project

Jamie Cathcart
308 S. 1100 W.

Brad & Maureen Benson
332 S. 1100 W.

Shane & Kristen Williams
344 S. 1100 W.

Kent & Shaun Gines
396 S. 1100 W.

Adam & Jeneen Murdock
1118 W. 475 S.

Karl & Diane Neff
1121 W. 475 S.

Martin & Judith Neilsen
783 W. 500 S.

Myrna Ritz
881 W. 500 S.

Cory & Heidi Ritz
903 W. 500 S.

Landcare LLC
c/o Vernon Maxwell
397 S. 10 W.

Guadalupe Alonso Loya
514 S. 950 W.

Kenneth & Vera Dian Williams
513 S. 1025 W.

Duane & Mary Palmer
516 S. 1025 W.

Clint & Christy Waite
524 S. 1100 W.

Ernest & Theresa Hill
753 W. Glover Lane

Fred & Jennifer Sanchez
653 W. Glover Lane

Thomas & Paulynn Hacking
1004 S. 650 W.

Philip & Stacey Paget
1012 S. 650 W.

Kees & Rebecca Versteeg
1042 S. 650 W.

Ross & Bonnie Campbell
1058 S. 650 W.

Jared & Denise Schetselaar
1060 S. 650 W.

Garvin & Joy Ann Jones
1070 S. 650 W.

Suzanne Wilkes
1108 S. 650 W.

Milton & Ruby Norine
Gisseman
1081 S. 650 W.

Karlene Mower
1063 S. 650 W.

John & Marilyn Kraczek
1037 S. 650 W.

Hyrum & Bonnie Larsen
1001 S. 650 W.

Due West LLC
997 S. 650 W.

Carol Lynn Makin
641 W. Glover Lane

Emma & Lance Gardner
601 W. Glover Lane

Mark & Janette Brown
500 W. Glover Lane

Joseph & Debera Kennard
433 W. Glover Lane

Vina Veneta Sweat &
Tawna Sweat Barney
369 W. Glover Lane

C. Patrick & Sherry McBride
320 S. 650 W.

Ted & Lisa Alexander
418 S. 650 W.

Jared & Nikki Nielsen
424 S. 650 W.

Annette Steed
448 S. 650 W.

James Carlson
520 S. 650 W.

Daniel & Adrianne Norton
711 W. 500 S.

Taylor & Katie Freckleton
701 W. 500 W.

James C. Parsell
594 S. 650 W.

Don & Linda Francis
578 S. 650 W.

Debbie Carlsen
594 S. 650 W.

Joel & Mary Howes
612 S. 650 W.

Travis & Kandi Tait
638 S. 650 W.

Sharla Jolley Ellis
658 S. 650 W.

Sharla Jolley Ellis
678 S. 650 W.

Douglas & Debbie Shaffer
686 S. 650 W.

Jonathon & Randie Ball
710 S. 650 W.

Charles & Deborah Wilcock
726 S. 650 W.

Brennon & Melinda Rasmussen
742 S. 650 W.

Stephen & Donnajean Provin
788 S. 650 W.

Karl & Karen Asay
850 S. 650 W.

Denver & Shawnee Rigby
637 W. Miller Way

Andrew & Jennifer Rencher
683 S. 650 W.

Brad & Laurie Chamberlain
667 S. 650 W.

Stanford Bonnemort
635 W. Rigby Road

Ronald & Karen Rigby
523 S. 650 W.

Ty & Gaylene Burbidge
489 S. 650 W.

Dena & Douglas Decaria
427 S. 650 W.

Eric & Natalie Hogan
417 S. 650 W.

Alice Montoya
345 S. 650 W.

Niels & Nellie Plant
311 S. 650 W.

Suzanne Rae Jensen & Janis &
Dallas Olsen
289 S. 650 W.

Greg & Susan Stapp
649 W. 250 S.

Joel & Mary Howes
187 S. 1100 W.

Gary & Wendi McCloy
261 S. 1100 W.

Cheryl Farnsworth
287 S. 1100 W.

Paul Allen
307 S. 1100 W.

Blackdog GLB LC
321 S. 1100 W.

Donald & Cindy Hart
367 S. 1100 W.

Glen & Karen
Schimmelpfennig
387 S. 1100 W.

Taylor & Kathryn Davis
395 S. 1100 W.

Jason & Jennifer Simmons
401 S. 1100 W.

Margaret Olson
411 S. 1100 W.

Scott & Eva Isaacson
441 S. 1100 W.

John & Ashley Woolley
473 S. 1100 W.

Tim Boman
493 S. 1100 W.

Leon & LeeAnn Lawson
978 W. 500 S.

William & Suzanne Moyes
918 W. 500 S.

L. Dallas & Janee Pace
912 W. 500 S.

Lawrence & Kay Pace
904 W. 500 S.

James Davis
862 W. 500 S.

Stewart & Lisa Webster
732 W. 500 S.

Tony Hall
706 W. 500 S.

Bradley Pack
1202 S. 650 W.

ALK AIR LLC
1224 S. 650 W.

FBC 2 LLC
c/o Mike King
8542 Mivu Circle
Sandy 84093

Farmington Bay Storage
1278 S. 650 W.

John Stathis
705 E. Rosewood Lane
Layton 84041

Property Only

Robert Maxfield
18 W. 1500 N.
Centerville 84014

Paul Christensen
975 N. Main
Centerville 84014

Patrick & Susan McCluskey
1655 Old Lake Lane
Fruit Heights 84037



Matthews Legacy Farm
1563 N. Oakridge Park Drive

Darrell & Betty Wilcock
147 E. 450 S.

Clark & Sherry Nielsen
423 E. 500 S.

Kyle & Diane Memmott
954 S. 250 E.

Alan & Diane Bangerter
1290 N. 400 E.
Bountiful 84010

Joy V. & August L. Jung
302 W. State

Ron Cobbley
1755 S. Sunset Drive
Kaysville 84037

John & Maglene Andersen
642 W. 1175 N.
Centerville 84014

Westglen Corporation
523 S. 650 W.

Mary Ann Burningham
125 W. 400 N.
Bountiful 84010

Red Cat LLC
c/o Gregory Hodson
1598 E. 49th S.
Idaho Falls, Id. 83404

Kenneth Steed
P.O. Box 1125
Bountiful 84010



FARMINGTON CITY

IL. JAMES TALBOT
MAYOR

BRETT ANDERSON
DOUG ANDERSON
JOHN BILTON
BRIGHAM MELLOR
CORY RITZ
CITY COUNCIL

DAVE MILLHEIM
CITY MANAGER

650 WEST CONSTRUCTION PROJECT UPDATE – October 18, 2017

Construction of the City's major road project on our west side continues. This project includes reconstruction of all of 650 West, portions of 1100 West, Glovers Lane (west of the freeway) and 500 South. We apologize for the access and delay headaches that have occurred as the road was constructed and as the project is finished over the next few months.

The project is on schedule and the following has been completed: curb, gutter, and asphalt of all the roads within the project have been poured and paved; most utility work is completed; and power lines have been relocated. Although much of the project is complete there is still work to be done before the project is complete, this work will impact the traffic and residents in the project area. Below is a brief summary of what is going to happen over the next few months:

- Storm drain and sewer manhole lids and water line valves will be dug up, raised to grade, and concrete collars poured. This work will require residents to be cautious driving through the area as many cones will be set up in the roads to protect the collars as the concrete cures.
- Portions of the roads will be striped.
- The signal at the Glovers Lane and 650 West Intersection will be installed.
- Work on the remaining water meters that have not been moved will continue.
- Sidewalk on 1100 West and 500 South will be prepared and poured.
- Mailboxes will be reinstalled.
- Construction garbage and debris will be removed from the project.
- The sidewalks along 650 West and Glovers Lane will have the subgrade excavated and prepared for road base and sidewalk.
- Driveways graded and backfilled with road base.
- **The sidewalk is being done in a separate project by a separate contractor and is being managed by UTA. The sidewalk is a federally funded project which has many requirements and time extensive in its design and implementation. The project is tentatively scheduled to begin in the spring of 2018 but will likely happen throughout the summer.**
- Century Link will be relocating various utility pedestals throughout the project.
- Comcast will relocate the overhead lines and various pedestals throughout the project.
- Old utility poles will be removed once all utilities are off of them.
- Dominion Energy (Questar Gas) will bore a new 24" main underneath Glovers Lane and install both the 8" and 24" under 500 South.
- Construction on the seminary building and high school continues.

We are going to post periodic updates of a significant nature associated with this project on the City's web site at [**farmington.utah.gov**](http://farmington.utah.gov) and would encourage you to check that site as needed. We would also ask that you relay this information to your friends and neighbors so we keep all as informed as possible. If you have any specific construction related questions, please call Chad Boshell at 801-451-2624.

Thank you for your cooperation on this project and again we apologize to those residents directly affected by this project.

Sincerely,

Dave Millheim
City Manager

CITY COUNCIL AGENDA

For Council Meeting:
October 17, 2017

S U B J E C T: City Manager Report

1. Fire Monthly Activity Report for September

NOTE: Appointments must be scheduled 14 days prior to Council Meetings; discussion items should be submitted 7 days prior to Council meeting.



Farmington City Fire Department

Monthly Activity Report

September 2017



Emergency Services

Fire / Rescue Related Calls: 41

All Fires, Rescues, Haz-Mat, Vehicle Accidents, CO Calls, False Alarms, Brush Fires, EMS Scene Support, etc...

Ambulance / EMS Related Calls: 64 / Transported (56%)

Medicals, Traumatic Incidents, Transfers, CO Calls w/ Symptomatic Patients, Medical Alarms, etc...

Calls Missed / Unable to Adequately Staff: 3 (<2%)

On-Duty Crew / Shift Dynamic Data / September 1st – 31st

Incident / On-Scene Hours / Month Total: 66.5 Hrs. (Approximate 266 Man Hours)

EMS Transport / Turn-Around Hours / Month Total: 36 Hrs. (Approximate 72 Man Hours)

Urgent EMS Related Response Times (AVG): 5.09 Min/Sec GOAL 5 minutes or less (+0.09)

Urgent Fire Related Response Times (AVG): 6.03 Min/Sec GOAL 5 minutes or less (+1.03)

Part-Time Man-Hours (based on the following 42-day (Three Pay Periods) Sept 1st, 15th and 29th)

Part-Time Shift Staffing:	2,362	Budgeted 2,016	Variance + 346
			(Includes New Hire Training Hrs.)

Part-Time Secretary:	150	Budgeted 150	Variance + 0
----------------------	-----	--------------	--------------

Part-Time Fire Marshal:	130	Budgeted 120	Variance + 10
-------------------------	-----	--------------	---------------

Part-Time Fire Inspector	0	Budgeted 75	Variance - 75
--------------------------	---	-------------	---------------

Full-Time Captains x3 & Engineers x2:	N/A	48/96 Hour Schedule	Overtime + 24
---------------------------------------	-----	---------------------	---------------

Full-Time Fire Chief:	N/A	Salary Exempt	
-----------------------	-----	---------------	--

Training & Drills:	262	1252 (YTD)	
--------------------	-----	------------	--

Emergency Callbacks:	160	FIRE 46 Hrs. / EMS 68 Hrs. (YTD) 1,167	
----------------------	-----	--	--

Special Event Hours:	9.5	98.5 (YTD)	
----------------------	-----	------------	--

Total PT Staffing Hours:	3,735	20,634.5 (YTD)	
--------------------------	-------	----------------	--

Monthly Revenues & Grant Activity YTD

Ambulance (August 2017):

	Month	Calendar Year	FY 2018
Ambulance Services Billed	\$78,618.69	\$557,927.58	\$165,021.68
Ambulance Billing			
Collected	\$71,777.23	\$376,663.66	\$98,869.40
Variances:	\$6,841.46	\$181,263.92	\$66,152.28
Collection Percentages	91%	68%	60%

Grants / Assistance / Donations

Grants Applied For:

NONE \$0 \$13,200 YTD

Grants / Funds Received / Donations / Awarded:

NONE \$0 \$16,619 YTD

Scheduled Department Training & Man Hours

Officers Monthly Meeting & Training	15	
Shift Drill #1 – FIRE – Respiratory Protection	12	
Shift Drill #2 – EMS – Crush Injuries	12	
Shift Drill #3 – FIRE –Forcible Entry	12	
Shift Drill #4 – EMS – Prego Trauma	12	
Shift Drill #5 – FIRE – Home Safety Survey	12	
EMS Conference Training x 3 Personnel	64	
Total Training / Actual Hours Attended:	139	1,694 HRS YTD

Fire Prevention & Inspection Activities

	QTY	
New Business Inspections:	8	
Existing Business Inspections:	18	
Re-Inspections:	7	
Fire Plan Reviews & Related:	55	
Consultations & Construction Meetings:	326	
Station Tours & Public Education Sessions:	29	121 YTD

Health, Wellness & Safety Activities

	QTY	
Reportable Injuries: NONE	0	3 YTD
Physical Fitness / Gym Membership Participation %	100%	
Chaplaincy Events:	1	

FFD Committees & Other Internal Group Status

Process Improvement Program (PIP) Submittals:	0	4 YTD
---	---	-------

Additional Narrative:

The month of September proved to be productive with several critical incidents in and around Farmington to include a regional response to Weber County. FFD responded to several rescues within the city and Farmington Canyon that required the use of Air Ambulances. One such incident involved an athlete competing in the "Wasatch Front 100 Mile Endurance Run" who fell ill prior to suffering cardiac arrest north of the towers. Bystanders provided initial CPR until Advanced Life Support units arrived and provided critical care. This female was treated prior to being flown to the U of U with our new chest compression device. This patient survived the incident and is expected to make a strong recovery. Another incident beyond the towers involved a high-angle rescue of three victims who rolled a passenger vehicle nearly 600 feet down the mountain. FFD

(with the support of Search & Rescue and AirMed) successfully removed the victims from the mountain side, one of whom was flown in critical condition. FFD also responded to a wildland / regional response in Weber County and provided interface apparatus and manpower (after ensuring the city was covered). FFD requested mandatory call-back of all full-time personnel to assist. FFD assisted for a two-day period with the majority of FFD resources released on the first evening. Initial responding FFD units saved multiple residential structures and played a vital role in minimizing fire spread throughout the city of Uintah. Building Official (former firefighter) Eric Miller was commandeered and placed on a Tactical Tender as a turret operator. This enabled the Tactical Tender to respond shortly after FFD Type 1 and Type 6 Engines. This incident once again validated the true value of our interface capabilities. I was very impressed with how well our personnel performed on these challenging incidents encountered throughout the month! Emergent EMS response times averaged five minutes and emergent Fire responses averaged 6 minutes. Three calls resulted in "no-staffing" or "short-staffing" of apparatus (on-duty crew attending to other calls and/or part-time staffing not available due to lack of availability). Fifty-six percent of all Ambulance calls resulted in transporting patients to hospitals. Collections of revenues continue with little predictability due to collection & mandated billing variables. In addition to regular calls and fire prevention activities, FFD also supported various local events to include the annual 911 Flag Rock memorial and other activities. Department training included Fire & EMS related topics in addition to sending four personnel to the annual two-day Davis County EMS Conference.





*Please feel free to contact myself at your convenience with questions, comments or concerns:
Office (801) 939-9260 or email gsmith@farmington.utah.gov*

Respectfully,

Guido Smith
Fire Chief



- PRIDE IN FARMINGTON -

110 YEARS OF DEDICATED SERVICE 1907 - 2017



CITY COUNCIL AGENDA

For Council Meeting:
October 17, 2017

S U B J E C T: Mayor Talbot & City Council Reports

1. Update on Scenic Byway Designation for West Davis Corridor – Brigham Mellor

NOTE: Appointments must be scheduled 14 days prior to Council Meetings; discussion items should be submitted 7 days prior to Council meeting.